

ଓଡିଶା ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ଓ ବିପଣନ ସମିତି ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ, ଓଡିଶା ସରକାର Odisha Rural Development & Marketing Society



ereating competence and values in rural Odisha
Panchayati Raj and DW Department, Government of Odisha

No. 308 → ORMAS/SD/370/2019

Date: 2/11/19

CORRIGENDUM NOTICE TO THE RFP NO. 2834, DTD. 19.10.19

Selection of Agency for Setting up Project management Support Unit (PMU) for implementation of skill training program for Rural Masons under ORMAS (special projects)

In pursuance to the RFP No. 2834, dtd. 19.10.2019, the following modifications have been done. The detailed clarifications to the queries raised by the bidders during Pre-Proposal Conference held on 29th October 2019 have been given at annexure-1.

SI. No.	Page No.	Clause No		adings	Original Clause	Modifications / Amendments Recommended
1	5	Section (letter for invitation)	for in of R the		Amendment of RFP to be published (If any) - Within 7 days of Pre-bid Meeting End Date and Time of submission of RFP- 20th November 2019 by 3 PM	submission of RFP has been extended up to 30th November 2019 by 2:30 PM
2	21	Clause (Datasheet)	Prepar E Propos 13.9 subcor	ration of sals- ntracting	The Bidder has to be a single entity. All key experts should be in the payroll/direct contract of the bidder. Sub-contracting of only Non-key Experts/ District Coordinators are allowed. However, all responsibilities towards scope of work and deliverables of these positions shall be on the bidder.	entity. All key experts should be
3	23	Clause I (Datasheet)	2 Eligibi E Criteria Point n	a -	The Bidder should have a have an annual average turnover of INR 100 Crores turnover from Indian operations in business consulting services in each of the previous three financial years (FY 2015-16, 2016-17 and 2017-18,)	The Turn Over has been modified to Rs. 40 Crore in each of the year in last three financial years as on 31st March 2019. (FY 2016-17, 2017-18, 2018-19)
4		Section 2 Clause E (Datasheet)		0.3	The Bidder should have an average positive net worth of INR 25 Crores in the previous three financial years (FY 2015-16, 2016-17 and 2017-18).	The positive net worth has been modified to 10 Crore as on 31st March 2019 (FY 2016-17, 2017-18, 2018-19)
5		Section 2 Clause E (Datasheet)		o. 4	The Bidder must have on its rolls consulting staff of at least 300 technically qualified personnel in	The Bidder must have on its rolls consulting staff of at least 100 technically qualified personnel in the area of consulting services for

					8 12
				Program / Project Management, HR management, Financial Management, Capacity Building, Security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services as on 31st March 2019.	Program / Project Managment, HR management, Financial Management, Capacity Building, Security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services as on 31st March 2019.
6	23	Section 2 Clause E (Datasheet)	Firm Qualification and Experience- Point no. 1	Experience of Project Management in Government Projects in India with (Central/State Government Department /Agency or Donor funded project in India) for which it should have executed / under execution advisory projects in excess of INR 10 Crores each as contract value, as a Lead Bidder as part of a contract (including extension contract if any) in the last 5 years-1 project = 2 marks Maximum 10 marks	Experience of Project Management in Government Projects in India with (Central/ State Government Department /Agency or Donor funded project in India) for which it should have executed / under execution advisory projects in excess of INR 5 Crores each as contract value, as a Lead Bidder as part of a contract (including extension contract if any) in the last 5 years-1 project = 2 marks Maximum 10 marks
7	23- 24	Section 2 Clause E (Datasheet)	I.Firm Qualification and Experience- Point no. 2	Experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects. 1 project = 3 marks Maximum of 9 marks Note: For experience of managing large scale PMU/PMC/TSA/TSU for facilitating housing projects at the national level, the agency will secure an additional point (over and above 3 marks) for each project. National level project = 1 marks Maximum of 3 marks	National level project = 1 marks
8	24	Section 2 Clause E (Datasheet)	I. Firm Qualification and Experience Point no. 3	Minimum 1 year of project experience of field level implementation of DDU-GKY program as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)	Minimum l year of project experience of field level implementation of DDU-GKY / skill development project/ Skill development mission as a PMU/PMC/TSA/TSU with any SRLM (1 project = 2 marks, Maximum 10 marks)
9	24	Section 2 Clause E (Datasheet)	I. Firm Qualification and Experince Point no. 4	Experience of managing large scale programs in Odisha with a value of more than INR 2 Cr each 1 project = 2 marks Maximum 8 marks	Experience of managing large scale programs in Odisha with a value of more than INR 1 Cr each
10	24	Section 2 Clause E (Datasheet)	II. Key Experts' qualifications and competence for the Assignment	Key Experts' qualifications and competence for the Assignment: (20 marks) a) Team Leader- 20 marks b) 1. Minimum Qualification: 5 Marks c) 2. Relevant Experience: 15	Key Experts' qualifications and competence for the Assignment: (20 marks) a) Team Leader- 20 marks 1. Minimum Qualification: 5 Marks 2. Relevant Experience: 15

80

phul

Der

3





		T		I N 2 G	
				d) 3. Government Sector Experience in Odisha: 5 marks	Project mangement with expreince of civil engineering: More than 3 years: 3marks for each years of above expreince, maximum 15 marks 3. Government Sector Experience in Odisha: 5 marks All State level experts are known as Key Experts and District level staff are known as Non-key
11	25- 26	Section 2 Clause E (Datasheet)		During the 1st year of the Contract, the Consultant may change a maximum of 1 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. If the Consultant proposes to change more than 1 Key Experts in the 1st year, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 30% of the professional fee quoted for the Team Leader.	penalty, In case of any unforeseen personal or professional situation replacement of key experts. 2. Other conditions are unchanged.
12	25- 26	Section 2 Clause E (Datasheet)	D. Negotiations and Award (Point 28.3 b)	During the 2nd year of the Contract, Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant propose any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 20% of the professional fee quoted for the Team Leader.	If the contract is renewed, then during the 2nd year of the Contract, Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 2nd year, then the penalty shall be 20% of the professional fee quoted for the Team Leader.

Son

only for

Dun -

Page 3 of 9

13 25- 26	Section Clause (Datasheet	2 E	D. Negotiations and Award (Point 28.3 C)	From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the	Point C: Deleted
				Client in accordance with the Contract, maximum of 3 nos of the Key Experts as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit beyond 3rd year, penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be 10% of the professional	
14 46	Section Terms Reference	5 of	Point 4 - Key Deliverbales, D- IEC and Knowledge Management	fee quoted for the Team Leader. Develop robust strategy for awareness building and reaching for skill training beneficiaries Facilitation of knowledge building and knowledge sharing among the stakeholders including but not limited to beneficiaries and PIAs Identification and synthesis of best practices and lessons from other states in IEC in skill development landscape Develop executive communication, including speeches, organizational updates, client-facing decks, etc Create content for internal communication channels, including newsletters, blogs, internal communities, etc.	There is a dedicated IEC team in ORMAS. The Team leader shall coordinate with the IEC team to carry out the activity of IEC and Knowledgement deliverables. Ther will be no separate cost for this work.
15 47	Section Terms Reference	5 of	Team required for the assignment	CVs of Non-Key experts are not required during technical evaluation.	The agency shall submit all the CV of Key Experts and Non-key experts. However the CV of only Team leader shall be evaluated. Note: State Level staff are known as Key Experts and District level staff are known as Non-key Experts.
16 47	Section Terms Reference	5 of	Team required for the assignment (Sl. No.1-	Qualification - B.Tech/M.Tech in Civil Engineering with Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent,	Experts Qualification - B.Tech/M.Tech in Civil Engineering with Post Graduate/ Master's Degree/MSW/ MBA/PGDBM or equivalent,

My of Marine

			Civil Enginee	Duo Continui I II	
			cum Tear Leader)		Minimum seven (07) years of experience in project management with 3 years of experience in Civil Engineering 2. Experience of working in Government project 3. Good written and spoken skill in English, Hindi and Odiy language is desirable
17	48	The state of the s	5 Team required for the assignment (Sl. No.3-Finance Coordinator)	Qualification - CA Inter/ICWA Inter /MBA Finance/ PGDBM (Finance) Professional	Inter /MBA Finance/ PGDBM (Finance) Professional Experience - 1. Minimum 5 years of experience in general and 3 years of experience in general and 3 years of experience in managing overall financial, audit and accounts matter of large firms/ large scale Government/ PSU/ Semi Government schemes or projects 2. Experience in handling similar Rural Development assignments in large scale projects 3. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure, etc along with the financial statement ie ability to
18		Legal Clause	Intellectual Property Rights	account for fund use Not specified in the RFP	establish recognized procedures to account for fund use It has been incorporated in RFP. ORMAS shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements
19		Legal Clause	Termination of Contract by the Agency	Not specified in the RFP	of the contract. Termination of Contract for Failure to Become Effective: If

this Contract has not be ome effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Partyshall have any claim against the other Party with respect hereto.

Termination By the "Client": The "Employer" may terminate this Contract in case of the occurrence of

any of the events specified in paragraphs (a) through (h) of this Clause...

(a) If the Consultant fails to failure remedy a in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Clientr" may have subsequently approved in writing. (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract)

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause.

insolvent or go into liquidation or receivership whether compulsory

or voluntary.

(d) If the Consultant, in the judgment of the "Clientr", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "

Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract

phul'

Orang!

Do vod

Do W

signed by the Parties, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Partyshall have any claim against the other Party with respect hereto.

Termination By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause...

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing. (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause.
- (d) If the Consultant, in the judgment of the "Clientr", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to

philip of from

de St

Page 7 of 9

monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days'

written notice to the "Client",

- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Client"

Denl & Joseph

Ser !

Page 8 of 9

shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h). By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days'
written notice to the "Client",

Chief Executive Officer

on plul.

Jung /

den of

Slo de