



UTKAL UNIVERSITY
Vani Vihar, Bhubaneswar - 751004

No. DRS/RUSA-1041-2016 (Part I)/ 6798 /2019 dated the 7 March 2019

CORRIGENDUM

In partial modification to the Request for Proposal (RfP) (i) No. DRS/RUSA/1041-2016 (Part I)/5240/2019 dated the 20 February 2019 (Newspaper Advertisement), (ii) No. DRS/RUSA/1041-2016 (Part I)/5287/2019 dated the 20 February 2019 (Detailed RfP hosted in the website), (iii) DRS/RUSA-1041-2016 (Part I)/5866/2019 dated the 25 February 2019 (corrigendum), the last date of submission of RfP is **1500 hours of 20 March 2019** and opening of EMD and Technical Proposal (Cover A) is **1600 hours of 20 March 2019**. Further the queries raised by different agencies / firms through e-mail and in the pre-conference / pre-bidding meeting on 6 March 2019 are clarified in Annexure 1 enclosed with this Corrigendum.


REGISTRAR

Memo No. DRS/RUSA/1041-2016 (Part I)/ 6799 /2019 dated the 7 March 2019

Copy communicated to:

1. Secretary to Vice-Chancellor, Utkal University, Bhubaneswar
2. PA to Registrar, Utkal University, Bhubaneswar
3. The System Manager In-Charge, Computer Centre, Utkal University for uploading in the University website for information of all concerned.
4. Copy to the Notice Board, Utkal University for general information.


REGISTRAR

Pre-Bid Queries and Clarifications

S.No	RFP reference	Pre-Conference Query	Modification Requested	Response / Clarifications of the University
			A. EDCIL	
1	Page. No. 17 E. Data Sheet (C) Submission, Opening & Evaluation, clause no. 18.4 (c) Financial Proposal AND Page No. 37, Form FIN-3 Breakdown of Remuneration AND Page. No. 17 E. Data Sheet (B) Preparation of proposals, clause no. 17.2	It is mentioned that “ <i>The financial proposal shall be submitted in the formats mentioned in the RFP for TWO YEARS period only</i> ” However, at FIN-3 the Remuneration cost for experts to be deployed has to be indicated on per annum basis .	Please clarify that in Form FIN-2, the Remuneration cost required to be indicated is for ONE YEAR OR TWO YEARS time period. Moreover, please note that, if it is for TWO YEARS time period, the financial quote shall bear the remuneration for TWO YEARS along with the 3% increment in the 2 nd year, as indicated in clause no. 17.2.	The remuneration cost required to be mentioned in the financial proposal shall be for one-year period only. Already mentioned annual escalation (3%) shall apply as per RfP
2	Page. No. 20, E. Data Sheet clause no. 22, Evaluation criteria, sub-clause no. 3 Team Expertise; AND Form TECH-6 page. No. 31	As indicated, CVs of three experts (Team leader, Training & capacity development & finance & procurement experts) has been given a weightage of 20 marks.	As per our standard practice of setting up of PMUs in several projects, external experts are being outsourced in the relevant field and as per the client requirement. The process of hiring the external experts is a rigorous and time taking activity. Accordingly, the CVs of the outsourced experts are not available with us at this point of time. Please clarify that how the weightage will be allocated in this case.	As per RfP. The RfP condition remains unchanged.
3	Page. No. 19; E. Data Sheet, Clause no. 22.1, Eligibility Criteria (5)	We understand that “On roll employee” means, the persons who are getting their salary, salary slip and other facilities from the company directly and their salary details remain present with the company. They may be permanent employee as well as contractual employee for certain tenure. Please clarify.		No subcontracting of resources shall be allowed. All the resources shall be on the payroll/ direct contract of the agency.

4	RFP. DRS/RUSA/1041- 2016(Part- I)/5240/2019 dated 20.02.2019		Role and responsibility for the PMS are not defined anywhere in the RFP. Please clarify the same	To implement the Component 4 of RUSA 2.0 in Utkal University for improving quality and excellence in teaching and research
B: GT				
1	Page-17 Cl. No. 18.4 Financial Proposal	The financial proposal shall be submitted in the formats mentioned in the RFP for Two years' period only	We request the University to clarify if financial proposal to be submitted for a period of 2 years or 1 year; as the consultancy services will be for an initial period of 12 months only and as per clause no. 17.2, the remuneration rates shall be increased by three per cent annually	The remuneration cost required to be mentioned in the financial proposal shall be for one-year period only. Already mentioned annual escalation (3%) shall apply as per RfP
2	Page-18 Cl. No. 22.1 (1) Eligibility Criteria	The Agency must be incorporated & registered in India, under the India Companies Act, 1956/Societies Registration Act/Trust Act/any other Act in India and should be in operations in India for a minimum 10 years	Request to kindly consider LLP Act 2008 also and modify the clause as " the agency must be incorporated & registered in India, under the India Companies Act 1956/Societies registration act/trust act/ LLP Act 2008/ any other Act in India and should be in operations in India for a minimum 10 years".	LLP Act 2008 is acceptable.
3	Page-18 Cl. No. 22.1 (3) Eligibility Criteria	The Agency should have an average positive net worth of ₹25 Crores in the previous three financial years (FY 2015-16, 2016-17, 2017-18)	This criterion is restrictive and would allow only few firms to participate. Request to please relax the criteria and modify the clause to " The Agency should have a positive net worth in the previous three financial years (FY 2015-16, 2016-17, 2017-18) "	The Agency should have an average positive net worth of ₹10 Crores in the previous three financial years (FY 2015-16, 2016-17, 2017-18)
6	Page-20 Cl. No. 1. 3 Evaluation Criteria	Experience of working with Government of Odisha (with minimum value of ₹1 Crore), over the past 5 years	The clause is restricting our participation. Grant Thornton has done many similar engagements in various States in India and abroad. Further, we do have experience in working on Odisha (viz. Department of Sports, IDCO etc.) however, the marking and evaluation criteria is designed in a manner that our firm will get lesser marks. We request to delete this clause as an evaluation parameter as it is restrictive. Request deletion or modify the existing clause as: Experience of working with Government of Odisha (with minimum value of ₹1	A per RfP. The RfP condition remains unchanged.

			<p>Cre), over the past 5 years 1 assignment – 5 marks 2 assignments –10 marks or Total experience of the firm in India Between 10-15 years - 5 marks More than 15 years = 10 marks</p>	
7	Page-20 Cl. No. 1. 4 Evaluation Criteria	<p>Experience of developing visioning / strategic plan in education sector for central or state government / universities / institutes</p>	<p>The evaluation criteria are very broad and almost all PMC/PMU engagements does have a component of visioning or preparing strategic plan. It will be difficult to ascertain from the Work order etc. to ascertain this exercise done by any of the participants. Barring few cases, not many tenders for visioning / strategic plan developments have been undertaken. Cerain skill development projects do have visioning and strategic planning activity inherent in the assignment, however, this activity forms a part of PMU engagements and not generally entail a separate work order etc. Request to modify the clause as below: Experience of working in Government or private sector universities or Education institutes in domains like tax, valuation, business advisory services 1 assignment – 2.5 marks 2 assignments - 5 marks 3 assignments - 7.5 marks assignments or more – 10 marks or Experience of developing visioning / strategic plan in education / skill development sector for central or state government / universities / institutes 1 assignment –5 marks 2 assignments - 10 marks</p>	As per RfP. The RfP condition remains unchanged.
8	Page-21 Cl. No. 25 Terms of payment		<p>We request the University to clarify if OPEs/official travel expense should form a part of the financial quote or the University will bear the expenses towards official travels.</p>	OPEs/official travel expense should form a part of the financial quote.

9	Page-21 Cl. No. 25 Terms of payment	The payment shall be made on acceptance of deliverables by the University. The University will require 15 working days for review of each deliverable	We request the University to clarify if payment will be based on deliverables or based on man month as specified in Clause no. 17.1. If the payment is on the basis of deliverables, then please mention deliverables which are expected from the Consultant and % of payment linked to such deliverables.	The payment will be made based on man-month and successful completion of the deliverables as per the agreed Annual & Quarterly Action Plan with the Authority.
10	Page-41 Cl. No. 2 (2) Minimum dedicated Manpower Requirement	Expert TCD: More than 10+ years of experience	As the minimum experience required for Team Leader is 10 + years. We request the University to amend the clause as: 7+ years of experience. This will help to get optimum resource with desired skillsets. The payment terms are not clearly defined and it is requested to clarify the payment terms.	As per RfP. The RfP condition remains unchanged.
11	Page-41 Cl. No. 2 (3) Minimum dedicated Manpower Requirement	Expert F&P: Minimum 7 years of experience in general and at least 5 of experience in preparing bid documents – including EOI, RFQ, RFP and managing bid processes and proposal appraisal in developmental projects of Govt. / PSU/ International funding agencies like UNDP/ World Bank / DFID etc. projects.	Minimum 5 years of experience in general and at least 3 of experience in preparing bid documents ncluding EOI, RFQ, RFP and managing bid processes and proposal appraisal in developmental projects of Govt. / PSU/ International funding agencies like UNDP/ World Bank / DFID etc. projects.	As per RfP. The RfP condition remains unchanged.
12	Pg no. 3, Part I: Letter of Invitation	Last date for submission of response to this RFP is 12th March 2019 (3 PM)	Request to kindly extend the bid submission date by at least 2 weeks for comprehensive and responsive proposal	Last date for submission of response to this RFP is 20 March 2019 (1500 hours)
13	Pg no. 3, Part I: Letter of Invitation	The duration of engagement will initially be for a period of 12 months.	Keeping the quantum of work into consideration it is suggested that Cons be selected initially for 24 months which may be extended further for 12 months depending upon performance.	As per RfP. The RfP condition remains unchanged.
14	Pg no. 16, Cl. No. 2.6	Agency participating in the tender process must furnish an earnest money deposit (EMD) of ₹2,00,000 (Rupees lakhs) only in the form of a Demand Draft in the name of “Comptroller of Finance, Utkal University” valid for a period of 150 days for Technical Proposal opening in the format provided in the Annexure. The EMD of Agency shall be refunded soon after final acceptance of proposal and award of contract.	Request to also consider Bank Guarantee as an acceptance mode for EMD.	As per RfP. The RfP condition remains unchanged.

C: EY				
1.	20, Evaluation Criteria 1 (Relevant Past Experience) Point 1.4	Experience of developing visioning / strategic plan in education sector for central or state government / universities / institutes 1 assignment – 2.5marks 2 assignments - 5marks 3 assignments - 7.5marks 4 assignments or more – 10 marks	We recommend to include experience of working with Industry bodies like FICCI here	As per RfP. The RfP condition remains unchanged.
2.	19, Evaluation Criteria 1 (Relevant Past Experience)		We recommend that additionally a section 1.5 should be added indicating bidders experience of providing visioning/strategic plans for State Public Universities	As per RfP. The RfP condition remains unchanged.
3.	39, Section 5 (Terms of Reference) Broad Scope of Work for the Consultancy Firms	<p>The Agency/Consultant shall support the Utkal University, by duly complementing its Project Management Unit with relevant capacity to implement its Detailed Project Report (DPR) on 'Bringing Excellence in Teaching and Research', approved by the Ministry of Human Resource Development (MHRD).</p> <ul style="list-style-type: none"> • Providing procurement and oversight responsibility on infrastructure development and refurbishment, to enhance the eco-system to improve academic and research performance of the University, and improving the digital administrative, academic and governance support systems. • Improving students' learning experience and life-cycle management within the Campus, and across affiliate institutions. • Strengthening of Teaching and Learning processes, including introduction of blended learning and technology-supported teaching- learning processes. • Strengthening the Governance and Transparency function, through technology introduction and putting in place systems and processes through adoption of best practices. • Establishing state-of-the art library and resource management system for improved 	<p>The key components mentioned provide only a brief of the support that Utkal University is seeking from the consultancy firm. In order to better understand the scope and nature of work, we request you to kindly share a copy of the DPR</p> <p>Is there a target NIRF Rank/ Rank range that Utkal University wishes to achieve in next 5 years</p> <p>Which components of RUSA does the university aims to leverage and quantum of funds already received under different components</p>	The major objective the PMSU is to implement the Component 4 of RUSA 2.0 in Utkal University for improving quality and excellence in teaching and research. However, the main areas of work are (i) Teaching and Learning, (ii) Research and Innovation, (iii) Library & Learning Resources, (iv) Community Linkage and Networking, (v) Enriching Students, (vi) Governance & Transparency, (vii) Developing Infrastructure (new and renovation), and (viii) Utkal Entrepreneurship and Career Hub

		<p>learning and research.</p> <ul style="list-style-type: none"> • Enhancing Research and Innovation through establishing of state-of-the art research facilities and incubation centre. Support in strategizing improvement of NIRF ranking of the University over the immediate 5 years. • Improve national and international partnerships with academies of excellence and industry, to improve teaching, learning and research. • Support design and implementation of continuous professional development strategy for faculty development. • Support implementation of employability enhancement interventions. <p>Facilitate students' engagement in community driven projects and enable active community engagement.</p>		
4.	Page 40, Section 5 (ToR) Team Leader- Qualifications	<ul style="list-style-type: none"> • MBA / PGDBM / MSW or equivalent post-graduation qualification from reputed institute or university. • More than 10+ years of experience. • Should have worked in leadership roles in the Project Management in last 5 years • Should have experience of coordinating and working with various Central / state Government Agencies for project management, bid management, procurement support, implementation support, monitoring & evaluation, capacity building support, Report submissions etc. • Should have worked in the capacity of Project Manager/ Team Leader in at- least 1 PMU/ PMC for any state/ central/ public entity • Should have experience of heading education/ skill development / capacity building project implementation. 	In addition to the mentioned points, we recommend that the person should mandatorily have experience of working in Odisha Higher / Technical Education institution (College / University etc)	As per RfP. The RfP condition remains unchanged.

5.	Page 41, Section 5 (ToR) Expert TCD (Training and Capacity Development)	<ul style="list-style-type: none"> • MBA / PGDBM/ MSW or equivalent post-graduation qualification from reputed institute or university. • More than 10+ years of experience • Should have sound knowledge of various rating frameworks, RUSA component • Should have more than 5 years of experience in the areas of training and learning development • Should have experience of coordinating / working with various Central / state Government 	Expert required for TCD of Faculty or students or both, please clarify.	Faculty and Students
6.	Page 41, Section 5 (ToR) Expert F&P (Finance & Procurement)	<ul style="list-style-type: none"> • Minimum 7 years of experience in general and at least 5 of experience in preparing bid documents -including EOI, RFQ, RFP and managing bid processes and proposal appraisal in developmental projects of Govt. / PSU/ International funding agencies like UNDP/WorldBank/DFID etc. projects. 	We wish to confirm that the expert can have experience of working with State/Central Govt/PSU/International funding agencies like UNDP/ World Bank / DFID	As per RfP. The RfP condition remains unchanged.
D: WIPPRO				
1.	20: E. Data Sheet, Evaluation Criteria	<p>Experience of working with Government of Odisha (with minimum value of 1 Crore), over the past 5 years</p> <p>1 assignment – 2 marks 2 assignments – 4 marks 3 assignments – 6 marks 4 assignments – 8 marks 5 assignments or more – 10 marks</p>	<p>The project value and years defined in the clause are very much restrictive. Instead, consulting project experience should be asked with no capping of project value and period. The suggested clause is as below:</p> <p>Experience of working with Government of Odisha in consulting / advisory assignments.</p> <p>1 assignment – 2 marks 2 Assignments – 4 Marks 3 Assignments – 6 Marks 4 Assignments – 8 Marks 5 Assignments or More – 10 Marks</p>	As per RfP. The RfP condition remains unchanged.
2.	20-21: E. Data Sheet, Evaluation Criteria	<p>3. Team Expertise (Quality and competency of Resources): Total marks 20</p> <p>Team Leader - 10 marks, Training and Capacity Development - 5 marks, Finance & Procurement Expert - 5 marks</p>	<p>Request to include marks for the Consultant-I and Consultant-II profiles as well. The suggested mark distribution is as below:</p> <ul style="list-style-type: none"> • Team Leader - 8 marks • Training and Capacity Development - 4 marks • Finance & Procurement Expert - 4 marks • Consultant I - 2 marks • Consultant II - 2 marks 	As per RfP. The RfP condition remains unchanged.

3.	20 and 40: Evaluation Criteria- Team Expertise & Section 5. Terms of Reference- Minimum dedicated Manpower Requirement	<p>CV of Team Leader Qualification: - Maximum Marks:10</p> <ul style="list-style-type: none"> • MBA / PGDBM / MSW or equivalent post- graduation qualification from reputed institute or university. • More than 10+ years of experience. • Should have worked in leadership roles in the Project Management in last 5 years 	<p>Since this is a project management profile, it is requested to include project management certification in the profile requirement. The modified clause can be as below. "•MBA/PGDBM/MSW or equivalent post-Graduation qualification from reputed institute or University. Project management certification is desirable." Further, mark allocation criteria are also to be defined and the suggested mark distribution is as below: (Maximum 8 marks)</p> <ul style="list-style-type: none"> • MBA/PGDBM/MSW with Project management certification- 3 marks • Project management certification (PMP/ Prince 2) – 2 marks • More than 10+ years of experience with experience in leadership roles in the Project Management in last 5 years – 3 marks 	As per RfP. The RfP condition remains unchanged.
4.	20 and 41: Data Sheet- Evaluation Criteria- Team Expertise	<p>Expert TCD (Training and Capacity Development):- maximum 5 marks More than 10+ years of Experience</p>	<p>Mark allocation criteria is also to be defines and the suggested mark distribution is as below: (Maximum 4 marks)</p> <ul style="list-style-type: none"> • 8-10 years of experience = 2 marks • >10 years of experience = 4 marks 	As per RfP. The RfP condition remains unchanged.
5.	21 and 41: Evaluation Criteria- Team Expertise & Section 5. Terms of Reference- Minimum dedicated Manpower Requirement	<p>Expert F&P (Finance & Procurement) maximum 5 marks</p> <ul style="list-style-type: none"> • Minimum 7 years of experience in general and at least 5 of experience in preparing bid documents - including EOI, RFQ, RFP and managing bid processes and proposal appraisal in developmental projects of Govt. / PSU/ International funding agencies like UNDP/ World Bank / DFID etc. projects. 	<p>The key activities required to be performed by this resource are RFP preparation and Bid Process Management Support. These activities do not necessarily require the Finance Expert. Hence it is suggested to change this clause to: "• Minimum Qualification: Should be CA/ ICWA/ MBA from reputed institute". The mark allocation criteria is suggested as below: (Maximum 4 marks)</p> <ul style="list-style-type: none"> • 3-5 number of bid management projects = 2 marks • >5 number of bid management projects = 4 Marks 	As per RfP. The RfP condition remains unchanged.

6.	41: Evaluation Criteria- Team Expertise & Section 5. Terms of Reference- Minimum dedicated Manpower Requirement	<p><u>Consultant I</u></p> <ul style="list-style-type: none"> • MBA / PGDBM/ MSW or equivalent post- graduation qualification from reputed institute or university. • Minimum 2 years' experience required working with Govt. /Semi Govt. / Donor / PSU other Govt. Schemes. 	<p>Request to allocate marks for this profile as well. The mark allocation criteria is suggested as below: (Maximum 2 marks)</p> <ul style="list-style-type: none"> • MBA / PGDBM/ MSW or equivalent post-graduation • qualification from reputed institute or university with 2 years of required work experience. -- 2 marks • Bachelors or equivalent post-graduation qualification from reputed institute or university with 2 years of required work experience 1 mark 	As per RfP. The RfP condition remains unchanged.
7.	41: 2. Minimum dedicated Manpower Requirement	<p><u>Consultant II</u></p> <ul style="list-style-type: none"> • M.Tech in Civil Engineering or Structural Engineering or equivalent degree from reputed institute or university. • Minimum 2 -5 years' experience required working with Govt. /Semi Govt. / Donor / PSU other Govt. Schemes in the field of IT. 	<p>Request to allocate marks for this profile as well. The mark allocation criteria is suggested as below: (Maximum 2 marks)</p> <ul style="list-style-type: none"> • M.Tech in Civil Engineering or Structural Engineering with required work experience- 2 marks • B.Tech in Civil Engineering or Structural Engineering with required work experience- 1 Mark 	As per RfP. The RfP condition remains unchanged.
8.	17: Section 2/E. Data Sheet/17.1	<p>Payment terms</p> <ul style="list-style-type: none"> • All invoices are to be raised by the consultant on quarterly basis • The invoices submitted shall commensurate with achievement/activities of the month 	<p>Achievements/ Activities or Deliverables are not defined currently in the RFP and this contract looks primarily a Time & Material (T&M) based assignment. Further details are also not provided on how the achievements/ activities shall be measured, hence request to modify this clause as: "Payment terms</p> <ul style="list-style-type: none"> • All invoices are to be raised by the consultant on quarterly basis • Payments shall be done on quarterly basis" 	As per RfP. The RfP condition remains unchanged.
9.	17: Section 2/E. Data Sheet/17.1	<p>Payment terms</p> <ul style="list-style-type: none"> • All invoices are to be raised by the consultant on quarterly basis 	This is a Project Management Support unit and essentially operates as a T&M Assignment with no pre-defined deliverables in RFP.	As per RfP. The RfP condition remains unchanged.

		<ul style="list-style-type: none"> The invoices submitted shall commensurate with achievement / activities of the month 	<p>Considering this, it is suggested to make the quarterly payments on the basis of deployed manpower's man-month remuneration rates. Invoices raised could be accompanied by Quarterly Activity Reports which shall be approved by the Officer whom the consultant directly reports.</p>	
10.	General Query		<p>Would there be any local/out-of-station travel required for the assignment? If yes, what would be frequency? How many and which consultants would need to travel? What would be the visit locations? What would be the reimbursement process and offered rates (by University) for the official travel?</p>	<p>Need based travel will be required. All TA/DA to be reimbursed by the Authority based on prescribed rate of the Utkal University.</p>
11.	21: Section 2/E. Data Sheet/25	<p>Note: The payment shall be made on acceptance of deliverables by the University. The University will require 15 working days for review of each deliverable.</p>	<p>Deliverables are not defined in the RFP, and this is a T&M project, hence payment should not be linked to deliverables, and to be made on periodic basis.</p>	<p>The fee payment will be made based on man-month and successful completion of the deliverables as per the agreed Annual & Quarterly Action Plan with the Authority.</p>
12.	16: Section 2/E. Data Sheet/2.5	<p>During the course of the project, the Authority may increase / decrease the team size as per the requirement</p>	<p>It is suggested that at-least one-month notice shall be provided before reducing the size of the team for the company to accommodate the consultant in some other project. Request to amend this clause as "During the course of the project, the Authority may increase / decrease the team size as per the requirement with one-month prior notice to the firm"</p>	<p>Accepted</p>
13.	16: Section 2/E. Data Sheet/2.5	<p>All deliverables shall be submitted during this time period</p>	<p>Deliverables shall preferably be replaced by Monthly / Quarterly Progress Reports. Moreover, the RFP does not define any deliverable and its timeline.</p>	<p>The deliverables will be finalised as per the agreed annual & quarterly action plan with the University Authority.</p>
14.	General Query		<p>Please clarify if the consultants are required to conduct any training sessions? If yes request you to add following In case of training University shall provide the training infrastructure and also bear all the expenses and logistics required for the training including - lodging, boarding, transportation, food on actuals subject to a maximum of 5000 Rs. per day per consultant.</p>	<p>All trainings will be conducted in the University Campus with no extra financial implications</p>

15.	37: FORM FIN-3	The expert rates quoted should be inclusive of all project management fee, etc. and exclusive of applicable taxes.	We assume that the project management fee is the cost of hiring the service of consultants. Please confirm.	Team Leader, Experts and Consultants rates quoted should be inclusive all applicable taxes.
16.	19: 22.1/Evaluation Criteria/1.1	Relevant experience of providing knowledge support/ working as a Project Management Consultant (PMC) for a state/ central government agency minimum duration of 1 year (with minimum value of 1 Crore), over the past 5 years 1 assignment – 3 marks 2 assignments – 6 marks 3 assignments – 9 marks 4 assignments – 12 marks 5 assignments or more – 15 marks	It is suggested to modify the clause as " Relevant experience of providing knowledge support/ working as a Project Management Consultant (PMC) for a state/ central government agency minimum duration of 1 year (with minimum value of 1 Crore), over the past 7 years 1 assignment – 3 marks 2 assignments – 6 marks 3 assignments – 9 marks 4 assignments – 12 marks 5 assignments or more – 15 marks"	As per RfP. The RfP condition remains unchanged.
17.	20: 22.1/Evaluation Criteria/1.4	Experience of developing visioning / strategic plan in education sector for central or state government / universities / institutes 1 assignment – 2.5 marks 2 assignments - 5 marks 3 assignments - 7.5 marks 4 assignments or more – 10 marks	It is suggested to modify the clause as "Experience of developing visioning / strategic plan / Providing consulting services in education sector for central or state government / universities / institutes 1 assignment – 2.5 marks 2 assignments - 5 marks 3 assignments - 7.5 marks 4 assignments or more – 10 marks	As per RfP. The RfP condition remains unchanged.
18.	17: Data sheet	The Proposals must be submitted no later than: Date: 12 March 2019	Request to provide minimum 15 days of time for bid submission, from the date of publishing of query response or corrigendum	Last date for submission of response to this RFP is 20 March 2019 (1500 hours)
19.	5: 2	2. The duration of the engagement will initially be for a period of 12 months, which may be extended for a further period depending upon the performance of the agency.	2. The duration of the engagement will initially be for a period of 12 months, which may be extended for a further period on mutually agreed terms and conditions depending upon the performance of the agency.	Agreed
20.	7: Conflict of Interest	The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any	The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future	As per RfP. The RfP condition remains unchanged.

		<p>consideration for future work. The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.</p>	<p>work. The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client and which shall create adverse impact on performance of services under this agreement. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract. Request deletion of subsection (c)</p>	
21.	10: Proposal Validity	The Agency shall not be entitled to sub-contract all the Services unless specified in the Data Sheet	We understand that the franchisee employees working in Wipro will not be considered as sub-contract. Please confirm	No subcontracting of resources shall be allowed. All the resources shall be on the payroll / direct contract of the agency.
22.	11: 17.b Taxes	The Agency and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet	The Agency and its Experts are University is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet. Except on account of any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law.	As per RfP. The RfP condition remains unchanged.

23.	18: 2.6 EMD	Agency participating in the tender process must furnish an earnest money deposit (EMD) of ₹2,00,000 (Rupees lakhs) only in the form of a Demand Draft in the name of "Comptroller of Finance, Utkal University" valid for a period of 150 days for Technical Proposal opening in the format provided in the Annexure. The EMD of Agency shall be refunded seen within 30 days after final acceptance of proposal and award of contract. The EMD taken from the Agency shall be forfeited in the following cases:— <ul style="list-style-type: none"> • If the Agency withdraws its proposal after its opening. • If the Agency does not execute the Contract after placement of order within the specified time. • If the Agency does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed. 	Can we submit EMD in the form of BG?	Only in the form of a Demand Draft
24.	19: 13.1 Preparation of Proposals	Proposals must remain valid for 120 days calendar days after the proposal submission deadline	Proposals must remain valid for 120 90 days calendar days after the proposal submission deadline	As per RfP. The RfP condition remains unchanged.
25.	19: 17.1 Payment Terms	All invoices are to be raised by the consultant on quarterly basis	All invoices are to be raised by the consultant on quarterly monthly basis	As per RfP. The RfP condition remains unchanged.
26.	19: 17.2	The remuneration rates shall be increased by three per cent annually	The remuneration rates shall be increased by three six per cent annually	As per RfP. The RfP condition remains unchanged.

27.	23: 25	The payment shall be made on acceptance of deliverables by the University. The University will require 15 working days for review of each deliverable.	The payment shall be made on acceptance of deliverables by the University. The University will require 15 working days for review of each deliverable. Services and/or deliverables shall be deemed to be fully and finally accepted by the university in the event when university has not submitted its acceptance or rejection response in writing to the agency within 15 days from the date of installation/commissioning or when university uses the Deliverable in its business, whichever occurs earlier. Parties agree that the agency shall have 15 days' time to correct in case of any rejection by the university	Accepted
28.	24: 28.2	Within 15 days from the date of Letter of Invitation (LOI) from the Client, the successful Agency shall furnish the Performance Guarantee of an amount equal to 10 per cent of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment.	Within 15 days from the execution of mutually agreed contract date of Letter of Invitation (LOI) from the Client, the successful Agency shall furnish the Performance Guarantee of an amount equal to 10 per cent of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment.	As per RfP. The RfP condition remains unchanged.
29.	24: 31. Limitation of Liability		In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Either party shall not be liable to the other hereunder or in relation hereto the aggregate liability of the agency, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim. (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under the Contract.	

30.	24: Indemnification	31. Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the licensee and its employees, agents, representatives and contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of either of the parties.	Both parties shall indemnify, defend and hold harmless during the term of the Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the licensee and its employees, agents, representatives and contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of either of the parties.	As per RfP. The RfP condition remains unchanged.
31.	Termination default	for To be include -	The agency should be given 30 days written notice to cure the default failing which may attract termination. In the event of termination university shall pay the agency for goods delivered and services rendered till the date of termination. The Goods that are complete and ready for shipment within 30 days after the agency's receipt of notice of termination, the goods shall be accepted by the university at the Contract terms and prices. For the remaining Goods, the university may elect: (a) To have any portion completed and delivered at the Contract terms and prices; or (b) To cancel the remainder and pay to the agency an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the agency.	Subject to other provisions of this RFP, in the event of failure or default to provide the services for Project Management Support, to furnish the deliverables to client in accordance with this RFP, without prejudice to any other rights which the client may have under terms of this RFP, the client is entitled to terminate the contract with the Agency by issuing the termination notice to the Agency; provided that before issuing such termination notice grant 15 (fifteen) days to the Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice

32.	Termination for convenience	To be include -	<p>Either party should be given 90 days written notice to cure the default failing which may attract termination.</p> <p>In the event of termination by the university, the agency shall be paid for the:</p> <ul style="list-style-type: none"> a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts. e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination." 	As suggested in the above point
33.	SNR	To be include	<p>University hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. University agrees that agency shall not be in any manner be liable for any delay arising out of university's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by university</p>	Accepted
34.	Saving Clause	To be include	<p>Agency's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent agency performance is affected, delayed or causes non-performance due to university's omissions or actions whatsoever.</p>	Accepted

35.	Variance in Minimum Wages	To be include	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Accepted
36.	Taxes		Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	All the quoted prices should be inclusive of all applicable taxes. Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of agency / firm (not to the University).
37.	Deemed Acceptance		Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days' time to correct in case of any rejection by Client.	Accepted

38.	Arbitration		This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language of the arbitration proceedings shall be English. Any dispute arising relation to this Agreement shall be subject to the jurisdiction of the courts at Delhi.	Accepted. However, the venue of the arbitration shall be Bhubaneswar / Cuttack.
39.	SNR		Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Accepted
40.	Intellectual Protection		No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	Accepted

41.	Audit		Request that the following be included: Excluding a regulatory / statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.	As per RfP. The RfP condition remains unchanged.
42.	Non-hire		During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity	Accepted
E. PWC				
1	Point number 18.4, Data Sheet, Page 17	The financial proposal shall be submitted in the formats mentioned in the RFP for Two years' period only; submission of financial proposal in any other format will be rejected.	Point number 18.4 mentions the Financial should be valid for 2 years whereas point nos. 17.2 of the data sheet allows the remuneration rates to be increased by 3%. We understand it is the annual escalation.	The remuneration cost required to be mentioned in the financial proposal shall be for one-year period only. Already mentioned annual escalation (3%) shall apply as per RfP
2	Point number 2.6, Data sheet, Page 16	Agency participating in the tender process must furnish an earnest money deposit (EMD) of ₹2,00,000 (Rupees lakhs) only in the form of a Demand Draft in the name of "Comptroller of Finance, Utkal University" valid for a period of 150 days for Technical Proposal opening in the format provided in the Annexure. The EMD of Agency shall be refunded soon after final acceptance of proposal and award of contract.	As per RBI guidelines, DD cannot be valid for more than 90 days. Please clarify.	Accepted. valid for a period of 90 days.

3	Section 2, Sub Section C, Point number 18.2, Page 10	An authorized representative of the Agency shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.	RFP states that authorization in the form of a power of attorney is required. We recommend to also allow Board Resolution to be used in place of Power of Attorney.	As per RfP. The RfP condition remains unchanged.
4	Section 5, Point 2, Page 42	M.Tech in Civil Engineering or Structural Engineering or equivalent degree from reputed institute or university. • Minimum 2 -5 years experience required working with Govt. /Semi Govt. / Donor / PSU other Govt. Schemes in the field of IT.	The requirement states that the resource should have qualification of M.Tech in Civil Engineering or Structural Engineering along with experience in the field of IT. We believe that both of these requirements are mutually exclusive and hence would be difficult to find a resource meeting both criteria.	Bachelor of Engineering with MBA from reputed institute or university. • Minimum 2 -5 years' experience required working with Govt. /Semi Govt. / Donor / PSU other Govt. Schemes in the field of IT.
			The Staffing schedule is not defined in the RFP. In the interest to allow parity amongst bidders in the effort and cost estimation, we recommend the deployment tenure to be clearly defined.	Accepted
			The RFP is silent the OPEs. We understand all expenses incurred during the project travel would be reimbursed on actuals by the client. Please confirm.	OPEs/official travel expense should form a part of the financial quote.
			The RFP is silent on the leave policy. We understand it shall be as per the existing guidelines of the Authority. Please confirm.	The leave policy will be as per the leave policy of Utkal University.
F. KPMG				
1	Clause No 22.1, Evaluation criteria 1.2; Page 21	Experience of being associated in PMU / advisory assignments at the level of State and Central Government in Education / Skill Development domain in India: • 1 assignment – 2 marks • 2 assignments – 3 marks • 3 assignments – 6 marks • 4 assignments – 8 marks • 5 assignments or more – 10 marks	Experience of being associated in PMU/advisory assignments at the level of State and Central Government in Education /Skill Development domain in India: • 1 assignment – 2 marks • 2 assignment – 4 marks • 3 assignment – 6 marks • 4 assignments -8 marks • 5 assignments or more – 10 marks	As per RfP. The RfP condition remains unchanged.
2	Clause No 22.1, Evaluation criteria 1.3; Page 20	Experience of working with Government of Odisha (with minimum value of ₹1 Crore), over the past 5 years	Experience of working with Government of Odisha (with minimum value ₹50 Lakhs), over the past 5 years	As per RfP. The RfP condition remains unchanged.

		<ul style="list-style-type: none"> • 1 assignment – 2 marks • 2 assignments – 3 marks • 3 assignments – 6 marks • 4 assignments – 8 marks • 5 assignments – 10 marks 	<ul style="list-style-type: none"> • 1 assignment – 4 marks • 2 assignment – 6 marks • 3 assignment – 8 marks • 4 assignments or more -10 marks 	
3	Minimum Dedicated Manpower Requirement; page 42		Request clarification on if the Team have to be deployed to the client location for the duration of the assignment	Yes, the Team have to be deployed to the client location for the duration of the assignment
4	Substitution of key Experts at Validity Extension; page 8	If any of the key Experts become unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement key Expert shall have equal or better qualifications and experience than those of the originally proposed key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.	The proposal mentions a clause for Substitution of Key Experts at Validity Extension. Request provision to allow substitution of resources during engagement	As per RfP. The RfP condition remains unchanged.
5	Minimum Dedicated manpower Requirement; Consultant – II; Page 42	M.Tech in Civil Engineering or Structural Engineering or equivalent degree from reputed institute or University	Request to change the Qualification to M.Tech in Engineering or equivalent degree from reputed institute or university	B.Tech with MBA from reputed institute or university.
6	Minimum Dedicated Manpower Requirement; Team Leader; Page 40	MBA/PGDBM/MSW or equivalent post-graduation qualification from reputed institute or university More than 10 + year of experience	Request to change the experience criteria to More than 7+ year of experience	As per RfP. The RfP condition remains unchanged.
7	Minimum dedicated Manpower Requirement; Expert TCD (Training and Capacity Development); page 41	MBA/PGDBM/MSW or equivalent post-graduation qualification form reputed institute or university. More than 10+ years of experience	Request to change the experience criteria to More than 7+ years of experience	As per RfP. The RfP condition remains unchanged.
8	Minimum dedicated Manpower Requirement; Expert TCD (Training and Capacity Development); page 41	Minimum Qualification: Should be CA/ICWA/MBA (Finance) from reputed institute. Minimum 7 years of experience in general and at least 5 of experience in preparing bid documents	Request to change the experience criteria to Minimum 5 years of experience in general and at least 3 of experience in preparing bid documents.	As per RfP. The RfP condition remains unchanged.

9	Broad Scope of work Point 5; Page 39	Establishing state-of-the art library and resource management system for improved learning and research.	Will the bidder be responsible for the implementation of the management system or will the bidder be responsible for consultation on the same? Request clarification on the exact nature of services expected from the bidder for this point.	The bidder will be responsible for the implementation of the management system and be responsible for consultation on the same.
10	Broad Scope of work Point 5; page 39	Providing procurement and oversight responsibility on infrastructure development and refurbishment, to enhance the eco-system to improve academic and research performance of the University and improving the digital administrative, academic and governance support systems.	Is this to adhere to any specific time range? Such as infrastructure development and refurbishment, to enhance the eco-system to improve academic and research performance of the university, and improving the digital administrative, academic and governance support systems by 2021.	Presently the time line is 31 March 2019