



Bihar State Electronics Development Corporation Ltd.

(A Government of Bihar Undertaking)

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Ref. No.- 4259/20

Date- 17.07.2020

Tender No. BSEDC - 3432/20

Request for Proposal (RFP):“Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar ”

The below corrigendum is being issued by BSEDC in response to the pre-bid queries of prospective bidders with reference to the above mentioned RFP and the queries received.

CORRIGENDUM-2

S. No.	Topic	Response
1.	Response to pre-bid queries	Responses to all the pre-bid queries are provided in Table-A . These responses to the queries and subsequent amendments to the RFP document shall be integral part of the RFP document.

Sd/-

(Sudhir Kumar)
Company Secretary

Table - A

Queries: RFP for selection of an agency for providing PMU support in setting up Investment promotion & facilitation cell for IT ITeS & ESDM sector in Department of Information Technology, Government of Bihar					
Submitted by - Ernst & Young LLP					
Sr. No.	Page No. of the RFP Document	Section No. of the RFP Document	Proposed Change	Reason of Proposed change	Recommendation
1	14	3.1. Pre-Qualification/ Eligibility/Annual Turnover Point No 2: Annual Turnover	Annual Turnover of the bidder from Indian operations in business consulting services during each of the last three financial years, i.e., from 2016-17 to 2018-19 (as per the last published audited balance sheets), should be at least INR 200 crores.	Audited Financial Statements of FY 2019-20 for the firms which are having larger turnover ready by the month of September/October. Further due to Covid19 pandemic most of offices in the countries are closed for 3 months and some states are still continuing the lockdown. It is difficult to provide provisional certificates also. Request you to consider previous three years financial years (FY 2016-17, 2017-18, and 2018-19) minimum average turnover.	Accepted FY 2016-17, 2017-18, 2018-19 to be considered
2	14	3.1. Pre-Qualification/ Eligibility/Annual Turnover Point No 3: Net worth Certificate	The net worth of the bidder, as on 31-Mar- 2019 , should be Positive	Audited Financial Statements of FY 2019-20 for the firms which are having larger turnover ready by the month of September/October. Further due to Covid19 pandemic most of offices in the countries are closed for 3 months and some states are still continuing the lockdown. It is difficult to provide provisional certificates also. Request you to consider previous networth as on 31-Mar-2019	Accepted 31-Mar-2019 to be considered
3	14	3.1. Pre-Qualification/ Eligibility/Annual Turnover Point No 4: Government Consulting Services	The bidder should have working in the consultancy assignments for a minimum of 5 years having annual turnover of INR 100 Crore from Government/ Public Sector consulting services in India in each of the last 3 financial years (2016-17 to 2018-19)	This will ensure that only top notch consultants with adequate financial and technical capability would be selected. This will also weed out incompetent and non-serious contenders from the bidding process	No Change
4	31	7.18.5. Verification of Reference Installations	<i>This clause may please be removed.</i>	For a consulting agency "Verification of Reference Installations" is not be applicable.	No Change
5	32	7.20. Criteria for Evaluation of Proposals S No C: Team Experience		Project director will have the overall responsibility of the project hence we propose that " Quality of understand of the project and presentation by the resource- Max 3 marks." should be assigned to Part time Project Director rather than Resident Program Manager. It will have a rational distribution of marks between project Director & Resident Program Manager. The marks of the Project Director will become 9 and for the Project Manager it will become 11. Marks are given next sheet.	No Change
6	35 & 36	7.24. Bid Selection Method	The selection method is Quality cum Cost Based Selection (QCBS). Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF)	(Standard practice reference taken from "Chapter – 5, Table 2. Qualification criteria and their weightages" of MANUAL FOR PROCUREMENT OF CONSULTANCY & OTHER SERVICES- 2017, Department of Expenditure, Ministry of Finance) This clause may please be changed.	No Change
7	35	8.25.2 Resolution of Disputes	State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after fifteen (15) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the Arbitration tribunal in accordance with the terms of the Arbitration and Conciliation Act, 1996	This clause may please be changed	No Change
8	44	8.28 Limitation of Liability	The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to two times of the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or willful misconduct in performance of the services hereunder.	This clause may please be changed	No Change
9	45	9. Payment Schedule/ 9.1 Payment Terms	<i>Proposed changes are as below:</i> 1.) 12.5% of project cost to be paid quarterly by DIT, Govt. of Bihar within 15 working days of submission of Invoice along with the requisite reports by the Successful bidder in QGR mode for each of the 8 quarters. 2.) In case of any ambiguity due to any reason (Error in Invoice, non-fulfillment of attendance, incomplete deliverable, etc.), 20% of the total applicable quarterly payment may be kept on hold by DIT, Govt. of Bihar for the purpose of seeking clarification. The remaining 20% of the applicable payment shall be paid within next 15 working days post query is raised by DIT, Govt. of Bihar and on satisfactory clarification/ requisite documents submission by the selected agency.	1.) Clear timelines for the quarterly payment by DIT, Govt. of Bihar was not specified 2.) In case of any ambiguity, Clear timelines for the quarterly payment by DIT, Govt. of Bihar was not specified 3.) Guidelines on the payment terms for additional resources deployment is not available, may please be incorporated. The clause may please be changed.	No Change Additional Resource, if specifically requested by BSEDC / DIT Bihar will be chargeable and their prorated value may be added to the QGR billing.
10	45	9. Payment Schedule/ 9.2 Work outside Patna	Reimbursement (max limit) will be as per below matrix. Travel: The actual travel fare by II Class AC in train or any other mode not exceeding the fare by II AC in train will be paid to the personnel. The journey by Flight in economy class will be allowed with pre-sanction in writing by the department for which the personnel shall furnish a request in writing duly mentioning the need for such air travel and the decision of the department shall be final.	This clause may please be changed	No Change
11	46 & 47	10. Penalty Clauses/ 10.1.1 Penalty during various phases of the project:/ Project deliverables/ Derived Deliverables from the Strategy & Plan Documents	Value of Penalty: After 7 working days of agreed timeline, a penalty of 0.5% of QGR value for 7 working days.	a.) Clear guidelines for working/ non-working days is not specified. b.) 3 days is very less duration for delivering the quality output post a review and quality check of the deliverables, thus 7 working days may seems fit for the said purpose. The clause may please be changed.	No Change The agreed timeline shall include the quality check period.

12	47	10. Penalty Clauses/ 10.1.1 Penalty during various phases of the project:/ Project deliverables/ Other deliverables (as per DIT Bihar's requirements)	Value of Penalty: After 7 working days of agreed timeline, a penalty of 0.25% of QGR value for 7 working days	a.) Clear guidelines for working/ non-working days is not specified. b.) 3 days is very less duration for delivering the quality output post a review and quality check of the deliverables, thus 7 working days may seem fit for the said purpose. The clause may please be changed.	No Change The agreed timeline shall include the quality check period.
13	47 & 48	10. Penalty Clauses/ 10.1.2 Other Penalties:	Bidder is not allowed to replace the resources whose profile has been submitted at the time of bidding process along the bid documents, with in the First one year of the contract from the date of signing of the contract. Further, in un-avoidable circumstances where bidder is not able to retain the resource quoted in the bid, then the selected agency shall give 1 (One) month prior notice and replace the resource within 1 (one) month of intimation. The DIT Bihar/ BSEDC reserves the right to impose the penalty post 1(one) month of intimations by selected agency, if resource is not deployed as mentioned below: a) Within First 6 Months: - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability. b) From 6 months to 1 Year: - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.	The clause may please be changed	No Change
14		New Clause	BSEDC/ DIT Bihar shall not recover from the selected bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.	Request for addition	Not Accepted
15		New Clause	The selected bidder may terminate this Agreement, or any particular Services, immediately upon written notice to BSEDC/ DIT Bihar if the selected bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Request for addition	Not Accepted
Submitted by - KPMG					
1	Page 14	Clause 3, sub-clause 3.1, Point 2: Annual Turnover	Annual Turnover of the bidder from Indian operations in business consulting services during each of the last three financial years, i.e., from 2016-17 to 2018-19 (asper the last published audited balance sheets), should be at least INR 200 crores.	Request you to kindly modify as mentioned since for many of the firms, Financial Statements for the year 2019-20 are still under audit or yet to be submitted	Accepted FY 2016-17, 2017-18, 2018-19 to be considered
2	Page 14	Clause 3, sub-clause 3.1, Point 2: Annual Turnover	Annual Turnover of the bidder from Indian operations in business consulting services during each of the last three financial years, i.e., from 2017-18 to 2019-20 (asper the last published audited balance sheets), should be at least INR 500 crores.	Considering the given scope of work, complexity of the project and the scale & size of the project, it is suggested that only large firms with relevant experience on the project of such large scale and size shall participate. In the same context, it is suggested to please modify as mentioned.	No Change
3	Page 21	Clause 4, sub-clause 4.13, Point 4.13.5: Roles and Responsibilities of Selected Agency	A monthly meeting to be done at the senior management level (reference to level equivalent to 'Director' or above in a Big 4 organization). In this meeting the senior management entity will brief the DIT officials of the progress made by his team. The meetings will be held at Patna, Bihar or virtually.	Request you to please consider keeping in mind the current situation of lockdown and global pandemic, the situation may not be favorable for travelling.	No Change Whenever special conditions (like COVID) arise, exemptions are always given.
				It is also requested to kindly consider Senior Management level (reference to level equivalent to 'Director' or above) since both the roles are equivalent in decision making and power vested.	No Change
4	Page 23	Clause 6.2.1	Minimum experience of Program Director to be reduced to 12 years. Also, in view of the Covid-situation and restricted travel, we request if Program Director can work remotely on this assignment with occasional travel to Patna.	An seasoned leader of 12 years plus would be able to provide the right leadership and guidance to the team and ensure quality delivery.	No Change
5	Page 23	Clause 6.2.2	Minimum experience of Program Manager to be reduced to 10 years.	An experienced resource of 10 years plus would be able to manage this assignment and ensure quality delivery.	No Change
6	Page 23	Clause 6.2	Please allow off-roll resources for non-key positions like Investment Promotion Support & Relationship Managers		No Change
7	Page 24	Clause 6.2; Note xi-h	Please allow remote work possibility in events of lockdown or any such unforeseen disruptions.	In a post-Covid scenario, some amount of remote working with due approval from Dept. shall be allowed, based on the prevailing situation.	No Change Whenever special conditions (like COVID) arise, exemptions are always given.
8	Page 32	Clause 7.20	Please modify the scoring criteria to award more marks for Investment Promotion experience with IT Dept. of Central / State Govt.	Since this assignment is for Investment Promotion and facilitation in the IT / ITeS / ESDM space, similar specific experience in IT Investment Promotion is more relevant rather than generic experience in Investment Promotion.	No Change
9	Page 33	Clause 7.20, sub-clause C, Point 1: Team Experience – Part Time Program Director	International Experience of working with Government agencies (national or International)/ multilateral/ bilateral agencies – 1 Mark	Request you to please clarify whether International Experience of working with Government of India will be considered.	If the resource has been deputed at international location for >6 months, it will be considered. Short visits for some meetings or roadshow will not suffice.
				If not, request you to kindly modify the clause as mentioned below to ensure resource having international experience and better understanding of Indian Public Sector	No Change
10	Page 33	Clause 7.20, sub-clause C, Point 2: Team Experience – Resident Program Manager	International Experience of working with Government agencies (national or International)/ multilateral/ bilateral agencies – 2 Mark	Request you to please clarify whether International Experience of working with Government of India will be considered.	Same as above
				If not, request you to kindly modify the clause as mentioned below to ensure resource having international experience and better understanding of Indian Public Sector	Same as above
11	Page 35	Clause 7.24: Bid Selection Method	Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF).	Considering the given scope of work, complexity of the project and the scale & size of the project, it is suggested to ensure that only quality firms are shortlisted. In the same context, it is suggested to please modify as mentioned.	No Change

12	Page 44	Clause 8.28: Limitation of Liability	The aggregate liability of the Selected Agency under this agreement, or otherwise inconnection with the services to be performed hereunder, shall be limited to one time the fees paid to Consultant under the specific work order or statement of work. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or willful misconduct in performance of the services hereunder.	-	No Change
13	Page 45	Clause 9.2 : Work Outside Patna	The actual travel fare by III Class AC in train or any other mode not exceeding the fareby III AC in train will be paid to the personnel. The journey by Flight in economy class or actual travel fare (above the fare by III AC in train) will be allowed with pre-sanction in writing by the department for which the personnel shall furnish a request in writing duly mentioning the need for such travel and the decision of the department shall be final.	Request you to kindly modify as mentioned to ensure business exigencies (and / or last-minute changes) are taken into consideration.	No Change

Submitted by - Grant Thorton					
1	Pg. No. 14	Section 3.1, Pre – Qualification, Clause No. 2, Annual Turnover	Annual Turnover of the bidder from Indian operations in business consulting services during each of the last three financial years, i.e., from 2017-18 to 2019-20 (as per the last published audited balance sheets), should be at least INR 200 crores.	We hereby request the department to kindly consider Audited Financial Statements for FY 2016 - 17, and to reduce Annual Turnover to INR 150 crores during each of the last three financial years (FY 2016-17, 2017-18 and 2018-19), since Audited Financial Statements of FY 2019-20 are not yet available. or Request the department to kindly consider Average Annual Turnoverfrom FY 2016-17 to FY 2018-19 in case the criteria remains INR 200 crore	FY 2016-17, 2017-18, 2018-19 to be considered
2	Pg. No. 14	Section 3.1, Pre – Qualification, Clause No. 3, Net Worth Certificate	The net worth of the bidder, as on 31-Mar-2020, should be Positive	We hereby request the department to kindly consider Net Worthas at 31 st March 2017, 31 st March 2018 and 31 st March 2019 since we have not yet received the Audited Financial Statements for FY 2019-20.	Accepted 31-Mar-2019 to be considered
3	Pg. No. 14	Section 3.1, Pre – Qualification, Clause No. 4, Government Consulting Services	The bidder should have working in the consultancy assignments for a minimum of 5 years having annual turnover of INR10 Crore from Government/ Public Sector consulting services in India in each of the last 3 financial years	We hereby request the department to kindly consider Annual Turnover from Government/ Public Sector Consulting services in India for the FY 2016-17, FY 2017 -18 and 2018-19 since we have not yet received the Audited Financial Statements for FY 2019-20.	Accepted FY 2016-17, 2017-18, 2018-19 to be considered
4	Pg. No. 14-15	Section 3.1, Pre – Qualification, Clause No. 5, Work Order Certificate	The bidder should have served as Knowledge Partner/ PMU for State or Center for their investment promotion program or central/ state schemes forinfrastructure investment programs with a consulting fees of INR 5 crore throughsingle contract or maximum of two contract totalling up to INR 5 crore.	We hereby request the department to kindly modify the given clause as follows: The bidder should have served as Knowledge Partner/ PMU/PMC for State or Center for their Central or State Govt. programs/projects/investment promotion program or central / state schemes for infrastructure development or investment programs with a consulting fees of INR 1 crore through single contract or maximum of two contract totalling up to INR 1 crore.	No Change
5	Pg. No. 32	Section 7.20 Criteria for Evaluation of Proposals, Part A, Organizational Strength & Project Experience, Point No. 1	Experience of assisting State Government(s) in India/Central Govt Ministries as Knowledge Partner/ PMU for Investment Promotion(Max Marks: 5) 01-03 programs = 03 04-05 programs = 04 More than 5 programs = 05	We hereby request the department to kindly modify the given clause as follows: Experience of assisting State Government(s) in India/ Central Govt Ministries as Knowledge Partner/ PMU/PMC for infrastructure development or investment programs	No Change
6	Pg. No. 32	Section 7.20 Criteria for Evaluation of Proposals, Part A, Organizational Strength & Project Experience, Point No. 2	Experience of assisting StateGovernment(s) in India inInvestment Promotionresulting in Investment in thestate(s) (Max Marks: 5) Upto 10K crores = 01 Upto 20K crores = 02 Upto 30K crores = 03 Upto 40K crores = 04 > 40K crores = 05	We hereby request the department to kindly modify the given clause as follows: Experience of assisting Central/StateGovernment(s) in India inIT/ITeS	No Change
7	Pg. No. 32	Section 7.20 Criteria for Evaluation of Proposals, Part A, Organizational Strength & Project Experience, Point No. 3	Experience of Organising /Global Investors Meet /Summit / Conclave asKnowledge partner/ PMU indifferent States/ Ministries ofGol (Max Marks: 5) 01-03 Summits = 03 04-05 Summits = 04 More than 5 Summits = 05	We hereby request the department to kindly modify the given clause as follows: Experience of Organising /Global Investors Meet /Summit / Conclave asKnowledge partner/ PMU indifferent States/ Ministries ofGol/ Buyer Seller Meets 01-03 Summits/ Buyer Seller Meets = 03 04-05 Summits/ Buyer Seller Meets = 04 More than 5 Summits/ Buyer Seller Meets = 05	No Change
8	Pg. No. 32	Section 7.20 Criteria for Evaluation of Proposals, Part A, Organizational Strength & Project Experience, Point No. 4	Support to any organisation (Govt. or Pvt.) in Project Appraisals [Project with minimum value of INR 500 cr will only be considered] (Max Marks: 5) 1-2 organisations = 01 3-4 organisations = 03 > 4 organisations = 05	We hereby request the department to kindly modify the given clause as follows: Support to any organisation (Govt. or Pvt.) in Project Appraisals [Project with minimum value of INR 75 cr will only be considered] 1-2 Projects = 01 3-4 Projects = 03 > 4 Projects = 05	No Change
9	Pg. No. 33	Section 7.20 Criteria for Evaluation of Proposals, Part A, Organizational Strength & Project Experience, Point No. 5	Mandate of supporting the State Government in India as startup PMU with engagement duration of at least 6 months in the last 5 years Each engagement 1 Mark	We hereby request the department to kindly modify the given clause as follows: Mandate of supporting the Central/State Government in India as PMU with engagement duration of at least 6 months in the last 5 years	No Change
10	Pg. No. 35	Section 7.24 Bid Selection Method	Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage of 30% (denoted by SF).	We hereby request the department to kindly change the ratio of the QCBS selection method to 80 (Technical): 20 (Financial)which would have a greater focus on assessment of quality of each applicant.	No Change

11	Pg. No. 45	Section 9, Payment Schedule, Clause 9.1, Payment Terms	O&M charges will be paid in the form of Quarterly Guaranteed Revenue (QGR) after successful completion of the respective quarters on submission of invoice along with the requisite reports by the Successful bidder - 12.5% of project cost to be paid quarterly in QGR mode for each of the 8 quarters	We hereby request the department to kindly allow monthly payment to the PMU to ensure smooth cash flows.	No Change
12	Pg. No. 23	Section 6.2, Proposed Resources Competencies	Program Director (1 No.), Program Manager (1 No.), Investment Promotion & Investor Facilitation Team Lead (1 No.), Start-up Promotion Team Lead (1 No.), Investment Promotion Support (1 No.), Relationship Manager (2 No.s)	We hereby request the department to kindly clarify the number of resources to be proposed – whether 7 or 4 resources.	Number of resources to be proposed is 07.
	Pg. No. 33-34	Section 7.20, Part C, Team Experience	Part Time Program Director (1 No.), Resident Program Manager (1 No.), Investment Promotion & Investor Facilitation Team Lead (1 No.) and Start-up promotion Team Lead (1 No.)		
13	Pg. No. 15	Section 3.1, Pre – Qualification, Clause No. 10, Power of Attorney	Power of Attorney - Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	We hereby request the department to kindly consider the Power of Attorney of the Authorised Signatory on the Letter Head of the Firm. We will submit the same on the Stamp Paper after COVID is normalized.	Accepted
14	Pg. No. 16	Section 3.2, General Instruction of Bidding Process, Point (b)	Consortium is not allowed	We hereby request the department to kindly allow Sub Consultancy Arrangement under the given RFP.	No Change
15	Pg. No. 12	Section 1.2, Data Sheet, Clause 3, Earnest Money Deposit (EMD)	INR 5,00,000/- to be paid either through online mode or manual mode (BG, DD etc.).	We hereby inform the department, we will require 15 – 20 working days to arrange for the Earnest Money Deposit due to the current COVID situation. Therefore, we request the department to kindly extend the last date of submission till 17th July 2020. In addition, request the department to kindly confirm if scanned copy of the EMD uploaded on the eProcurement Portal will be accepted for evaluation purposes. Due to COVID-19 pandemic, we are facing challenges in arranging the hard copy of the Bank Guarantee for bid security. Therefore, we request you to kindly allow the applicants/bidders to submit the hard copy of the Bank Guarantee for bid security after the pandemic situations normalizes in the region. In order, to ease the process for EMD submission and to check the authenticity of the submitted Bank Guarantee, an email can always be sent to the respective Bank for verifying the submitted Bank Guarantee.	Date has been extended. For new schedule, please refer website.
		Section 1.2, Data Sheet, Clause 6, Last date and time for submission of BG/DDs of EMD physically at BSEDC	In case of manual mode selected for the payment of EMD, original hardcopy of the EMD which may be a DD or BG should be submitted in the tendering authority office within the next working day after tender closing date Last date and time for submission of BG/DDs of EMD physically at BSEDC: “13/07/2020” up to 1500 hrs.		
		Section 1.2, Data Sheet, Clause 7, Last date and time for submission of proposals (Technical and commercial/Financial) (Online)	Last date and time for submission of proposals (Technical and commercial/Financial) (Online): 10/07/2020” up to 1500 hrs.		
16	Pg. No. 42	Clause 8.21, Confidentiality	Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract. No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.	We hereby request the department to kindly add the given clause: "Confidentiality obligations set forth above shall not be applicable when disclosure is required under any law or pursuant to a directions from any legal or regulatory authority or mandated by a judicial order" We hereby inform the department that Confidentiality should include a compelled/legal disclosure clause as given below: "In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed" We hereby request the department to kindly add the given clause: The Service provider should be permitted to retain copies of all documents and other information as it may be required for legal or professional regulatory purposes. Further it should be permitted to use the deliverables for its own purposes. Retention of Copies: The Service Provider may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns or has the right to use in performing the services. Notwithstanding the delivery of any reports, the agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services"	No Change

17	(Pg. No. 42)	Clause 8.23, Termination	<p>Under this Contract, BSEDC may by written notice terminate the contract agreement entered with the firm/company in the following ways:</p> <p>a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.</p> <p>b) Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of one month.</p> <p>c) Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.</p> <p>In all the three cases termination shall be executed by giving written notice to the firm/company. Upon termination of the contract, payment shall be made to the firm/company for:</p> <p>i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination</p> <p>ii. Any expenditure actually and reasonably incurred prior to the effective date of termination</p> <p>No consequential damages shall be payable to the firm/company in the event of such termination.</p>	<p>We hereby inform the department that the Service Provider must also have the right to terminate the Agreement:</p> <p>i) In the event of non-payment of fees</p> <p>ii) In the event that Bihar State Electronics Development Corporation Limited fails to abide by the terms of this Agreement.</p>	No Change
18		Additional Clause to be incorporated: Indemnification	<p>We hereby request the department to kindly add the given clause:</p> <p>Indemnification: The Service Provider shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the Client. In such case all the costs and expenses incurred by the client are recoverable from the Service Provider.</p> <p>Bihar State Electronics Development Corporation Limited must also indemnify the Service Provider for losses/damages suffered:</p> <p>(i) Due to any third party claims</p> <p>(ii) Due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.</p>		Not Accepted
19		Additional Clause to be incorporated: Limitation of the Consultant's Liability towards the Client	<p>We hereby request the department to kindly add the given clause:</p> <p>"In no event shall the aggregate liability of the Consultant, its partners, directors, consultants, employees, agents, affiliates and other personnel for damage exceed the amount of the fees that the Consultant has received in connection with this Agreement"</p>		Not Accepted
20		Additional Clause to be incorporated: Non Exclusivity	<p>We hereby request the department to kindly add the given clause:</p> <p>The parties acknowledge that the Firm shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Firm in its sole discretion deems appropriate.</p>		Not Accepted
21		Additional Clause to be incorporated: No duty of care towards Third Parties	<p>No Duty of Care towards Third Parties: The Service Provider will not accept any responsibility for Duty of Care towards the Third Party</p>		Not Accepted
Submitted by - PricewaterhouseCoopers Private Limited					
1	12	1.2 Data Sheet – Point 4	<p>We will need to evaluate the response to the pre-bid queries and prepare a quality proposal document. Therefore, it is hereby requested that the submission deadline be extended by at least 2 weeks. BSEDC may consider modifying other dates accordingly.</p>	<p>we will need to evaluate the response to the pre-bid queries and prepare a quality proposal document.</p>	Date has been extended. For new schedule, please refer website.
2	15	3.1. – Point 8 – Pending Litigations	<p>The amount involved in pending litigations against the Bidder in various Courts/Tribunals should be less than the net-worth of the company/ firm.</p>	<p>The criteria may be modified to "No such litigation is pending against the bidder, which if adversely determined, would impact provision of services by the bidder under the RFP". Such certificate may be provided by the authorized signatory of the bidder.</p>	No Change
3	15	3.1. – Point 9 – Blacklisting (Point a)	<p>The bidder should never have been blacklisted, suspended or terminated by any agency of the central government, public sector undertaking or by any department of State Government in India as on date of submission of bid.</p>	<p>Modification proposed to align with the format provided under Form 10 and allow wider and maximum participation without impacting the quality of the participation.</p>	The proposed modification matches exactly what is written in the mentioned clause.
4	15	3.1. – Point 10 – Power of Attorney	<p>It is hereby requested to allow submission of latest Board Resolution in place of Power of Attorney. Therefore, we would request that the following modifications be made – "Duly signed Power of Attorney/ Latest Board Resolution"</p>	<p>Proposed change i.e. "Board Resolution" is an equally valid and widely accepted document.</p>	The proposed modification matches exactly what is written in the mentioned clause.
5	22	5.Project Deliverables & Timeline	<p>Timelines for the following deliverables: Annual Investment Strategy and Annual Business Plan; are too stringent. These documents will define how this assignment will pan out in the next 1 year and should be based on ground realities. Therefore, it is suggested that the consulting firm should be provided adequate time for these two important deliverables in Year 1. Following changes are being proposed for Year 1 deliverables:</p> <ul style="list-style-type: none"> · Annual Investment Strategy: T+30 days · Annual Business Plan: T+45 days <p>Kindly consider the proposed modification.</p>	<p>The proposed deliverable are key deliverables and will primarily decide the scope and nature of interventions in the program. Therefore, the proposed timeline is realistic and will result in quality output.</p>	No Change The 'Future Strategy' is already at T+60 days.
6	23	6.2. – Proposed Resource Competencies	<p>Kindly consider modifying the experience requirements as follows:</p> <ul style="list-style-type: none"> · Program Manager - 12 years · Deputy Program Manager - 10 Years (New Position) · Investment Promotion & Investor Facilitation Team Lead - 6 Years · Startup Promotion Lead - 6 Years · Investment Promotion Support - 4 Years · Relationship Manager - 3 Years · Subject Matter Experts – 15 years (New Position) 	<p>The proposed changes are being made where new positions have been proposed or experience requirement has been tweaked to allow optimum output. The overall objective is to have a competent and well qualified team which can yield the desired result/outcome envisaged by the DIT, GoB.</p>	No Change

7	23	6.2. – Proposed Resource Competencies	Additionally, we would like to propose inclusion of Subject Matter Experts (SMEs) position which will play an important role in investment grounding and facilitation related role. The proposed expert should be an expert in IT and ESDM domain with 15+ years of experience and who has prior experience in evaluation of IT, ESDM and Start-up Related proposals in the past and can play a crucial role in this assignment. The proposed expert will provide necessary time-input based on the requirement and can provide onsite/offsite support as required.	Subject Matter Experts (SMEs) will play an important role in investment grounding and facilitation related role. The proposed SME will bring in the required and in-depth experience and expertise in the required area.	No Change
8	23	6.2. – Proposed Resource Competencies	<p>“i) All quoted manpower shall be on rolls of the bidder. Outsourcing in any form will not be acceptable.”</p> <p>It is desirable that majority of the positions should be manned by manpower on the rolls of the bidder. However, given the nature of the assignment where the value should be derived on the basis of investment brought to the State, it is important that for select position contractual staff should also be allowed. It is strongly recommended that for important positions such as “Investment Promotion Lead” and “Start-up Promotion Lead”, where their role is to mobilize investment etc., contractual staff should be allowed who can play much larger role whereas firm level support for investment promotion and grounding related activities will be mobilized by “Program Manager” who should be on the rolls of the bidder.</p>	Given the nature of the assignment where the value should be derived on the basis of investment brought to the State, it is important that for select position contractual staff should also be allowed. The contractual staff with much wider personal connect and experience can be leveraged to bring in the desired result.	No Change
9	23	6.2. – Proposed Resource Competencies	<p>“The proposed team shall be available and stationed in Patna on all the working days of Govt. of Bihar, and on public holidays also as and when necessary as felt necessary by the department”</p> <p>We are of the strong opinion that the assignment should primarily focus on outputs rather than on inputs. Accordingly, we would like to propose the following for some of the positions and their proposed time-input:</p> <ul style="list-style-type: none"> · Program Manager - 12 years – At least 2 weeks in a month in Patna · Deputy Program Manager - 10 Years (New Position) – Full time in Patna · Investment Promotion & Investor Facilitation Team Lead - 6 Years – 3 weeks in a month · Subject Matter Experts – 15 years (New Position) – At least 1 week in a month depending upon the requirement and mutually agreeable to the client. 	It is strongly recommended that the proposed assignment should focus on output instead of pure time-input.	No Change
10	30	7.18.1 – Consortium and sub-contracting	<p>Following changes are being proposed with respect to the sub-contracting (Point 2)-</p> <p>The bidder shall be allowed to sub-contract the Scope of Work specifically agreed with the client or mentioned in the RFP. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.</p>	The changes are being proposed to ensure that any specialized work such as investor outreach or media outreach program etc. should be allowed to be outsourced as these are specialized activities and best handled by the experts. It is strongly recommended that the proposed assignment should focus on output.	No Change
11	31	7.18.5 – Verification of Reference Installations	<p>May be considered for deletion.</p> <p>“The Bidder qualifies the bid with his own conditions.”</p>	It doesn't appear to be relevant in the current context.	No Change
12	31	7.18.8 – Disqualifications	<p>It is assumed that the consulting firm will be allowed to define conditions, assumptions etc. on the Scope of Work/ Terms of Reference with proper justification which will help in bringing more clarity to both the parties. These will not be considered as “Qualification to bid with his own conditions” and should not be considered for rejection. Kindly confirm our understanding is correct.</p>	NA	No change. This is a condition for disqualification.
13	32	7.20 Criteria for Evaluation - A. Organizational Strength & Project Experience	<p>Point 2 - Experience of assisting State Government(s) in India in Investment Promotion resulting in Investment in the state(s)</p> <p>Kindly confirm if a self-certification in this regard would suffice.</p>	NA	No Change Self Certification is already written
14	32	7.20 Criteria for Evaluation - A. Organizational Strength & Project Experience	<p>Mandate of supporting the State Government in India as startup PMU with engagement duration of at least 6 months in the last 5 years</p> <p>It may be noted that Start-up PMU related work are typically part of the larger engagement where Start-up related work is one such component. Therefore, it is being assumed that these assignments where Start-up PMU support will also be considered for this qualification requirement.</p>	Not Applicable	Should be able to clearly demonstrate to be eligible to score the marks.
15	33	7.20 Criteria for Evaluation - C. Team Experience	<p>Experience of working on at least one multi-sector Investment Promotion Project with any state that is ranked among Top 10 as per DIPP/World Bank Rankings</p> <p>The proposed requirement should be modified as follows: “Experience of working on at least one multi-sector Investment Promotion Project in the last 5 years”</p>	Investment promotion may not have direct linkage with EoDB ranking by DIPP/ World Bank. Further, there are no investment promotion related ranking published by DIPP/ World Bank.	The referenced line does not exist in the tender document.
16	35	7.24 – Bid Selection Method	<p>Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage of 30% (denoted by SF).</p> <p>It is strongly recommended that the proposed assignment should focus on output and therefore more weightage may be provided to the quality and the proposed weightage should be as follows: Technical Bid (80%) and Financial Bid (20%)</p>	Proposed changes in the evaluation criteria will enable more output oriented results.	No Change

17	44	8.28 Limitation of Liability	<i>The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to two times of the contract value.</i> <i>Kindly modify the requirement as "The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to the contract value"</i>	It may not be fair on part of the consulting firm to be penalized twice the contract value.	No Change
18	46	10.1.1 Penalty during various phases of the project	While consultant would endeavor to always meet stipulated timelines, final submission of a deliverable would be based on multiple rounds of iteration and inputs from the client. As such, it would be hard to justify any delay as solely due to inadequate performance by the Consultant alone. Therefore, it is proposed that the penalty related clause should be invoked in only those conditions where delay is solely attributable to the consultant. Kindly consider.		No Change
19	47-48	10.1.2. Other Penalties	Point 4 – Penalties related to replacement of resources in Year 1 – It is being assumed that these conditions will not apply in case the proposed consultant resigns and leaves the firm. Kindly confirm.	It is strongly recommended that the proposed assignment should focus on output.	No Change Please read carefully. In case resource resigns how it will be handled has been clearly mentioned.
20	21	Clause 4 Scope of Work Sub-Clause: 4.13:Roles & Responsibilities of the selected Agency Sub Criteria: 4.13.5	<i>Request to remove the below clause :</i> <i>A monthly meeting to be done at the senior management level (reference to levequivalent to 'Partner' or above in a Big 4 organization). In this meeting the seniormanagement entity will brief the DIT officials of the progress made by his team. Themeetings will be held at Patna, Bihar.</i>	If there are any circumstances (such as COVID-19)that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist.	Modified as "The meetings will be held at Patna, Bihar or virtually.
21	23	Clause 6:Manpower Sub Clause 6.2(iv&v)	iv. The Program Director' will not be eligible for any leave. v. The Program Director attendance of any days less than required availability will be considered a leave taken and the associated penalty for additional leave taken will be applicable (refer section 10.1.2) ix(h):Work from home is not allowed and will be counted as leave taken.	Same as Above	No Change Whenever special conditions (like COVID) arise, exemptions are always given.
22	33	Clause: 7.20 Criteria for Evaluation of Proposals	Mandate of supporting the State Government in India as startup PMU with engagement duration of at least 6 months in the last 5 years: The mentioned clause may be modified: This criteria may be partially modified as "Experience in providing consultancy services in Tech startups space" like Agri-tech, Fintech etc.	To promote technology led startups in state in line with objective of DIT.	No Change
23	32	Clause: 7.20 Criteria for Evaluation of Proposals	Documentary evidence required against Project experiences as mentioned in RFP area : Work Order/ Client Letter/Job Completion certificate	Is job completion certificate mandatory? If Yes, request you to remove the requirement or restrict it to select credential only.	No Change /' has been used. It means 'either / or'
24		Miscellaneous	Is there any size limit of proposal? Or Maximum permissible size of document which may be uploaded on portal	Please provide size limit which may be uploaded over portal. This would help in strategizing our documentation effort accordingly.	Maximum file size of each document allowed is 5MB. However, there is no limit of number of documents.

Submitted by - KIITIncubator

1		3. Pre- Qualification/ Eligibility Criteria Legal Entity	the Bidder should be registered in India under the Indian companies Act 1956 or a partnership firm registered under the limited liability partnership act 2008 and should have operated in India for a minimum of 5 years in business consulting as of march 31,2020	the Bidder should be a single entity or consortium of two Legal Entity. any one of the consortium partner should be in the consultancy business	No Change
2		3. Pre- Qualification/ Eligibility Criteria Annual Turnover	Annual Turnover of the bidder from indian operations in business consulting services during each of the last three financial years, i.e., from 2017 -18 to 2019-20(as per the last published audited balance sheets) should be at least INR 200 crores	Annual Turnover of the bidder from indian operations in business consulting services during each of the last three financial years, i.e., from 2017 -18 to 2019-20(as per the last published audited balance sheets) should be at least INR 10 crore Justification : the CVC guideline for the annual turnover of the bidder should be equal to the project Value for the transparent bidding process to provide opportunity to more companies to participate in the bidding process	No Change
3		7.20 Criteria for Evaluation of Proposals	Experience of assisting state Government(s) in india/ Central Govt Ministries as knowledge Partner/ PMU for Investment Promotion 01-03 programs=03 04-05 programs=04 More than 5 programs=05 Max Marks : 5	Experience of assisting state Government(s) in india/ Central Govt Ministries as knowledge Partner/ PMU for Investment Promotion including IT sector for at least one project / To provide support for IT startup in any state Max Marks : 5 justification : it is requested to consider experience of IT & ITES as that is the core focus area of the PMU	No Change
4		7.20 Criteria for Evaluation of Proposals	Experience of assisting state Government(s) in india in Investment Promotion resulting in Investment in the state(s) Upto 10K crores=01 Upto 20K crores=02 Upto 30K crores=03 Upto 40K crores=04 >40K crores=05 Max Marks : 5	Experience of assisting state Government(s) in india in Investment Promotion resulting in Investment in the state(s) / to promote startup in the State Max Marks : 5 justification : The size of investment has not been completed & complied in any state	No Change

5		7.20 Criteria for Evaluation of Proposals	Experience of Organizing /Global investors Meet/ Summit / Conclave as Knowledge partner/ PMU in different States/Ministries of Gol 01-03 summits=03 04-05 summits=04 More than 5 summits=05	Experience of assisting state Government(s) in india/ startup in the Private sector in Investment Promotion resulting in Investment in the state(s) Organisation Max Marks : 5	No Change
6		7.20 Criteria for Evaluation of Proposals	Support to any organization(Govt. or Pvt.) in Project Appraisals [Project with minimum value of INR 500 cr will only be considered] 1-2 organisation =01 03-04 organisation=03 >4organisation=05 Max Marks : 5	Support to Govt. in Project Appraisals for considered/ Support for Govt. to promote Startups will be considered Max Marks : 5	No Change
7		Section 7	Technical Resource : The bidder must have a minimum strength of 250 fulltime resources on the company india at the time of bid submission	The Technical Resource : Bidder should have a minimum strength of 250 fulltime resources and the ability to onboard the necessary manpower for the project on a consultant basis. Justification: the demand of the project is that the quality of the technical resources on boarded for the project should be capable enough for delivering the necessary outcomes.	No Change
8			Resident Program Manager Experience of working on at least one multi-sector Investment Promotion project in the last 5 years (project assignment minimum 1 year) -2 Marks Experience of working in start-up promotion & entrepreneurship-2 marks Experience in organizing multi-sectorial Investment Summits/Road shows/B2G meetings -2 Marks Experience in project Appraisals (minimum 200 crs)-1 Mark Experience of managing teams (minimum 06 consultants)- 2 Marks International Experience of working with Government agencies/multilateral/bilateral	Resident Program Manager Experience of working in the field of IT Industry and Public Private Partnership in the field of IT Industry-4 marks Experience of working in start-up promotion & entrepreneurship- 2 marks Experience in organizing multi-B2G meetings to promote entrepreneurship.	No Change