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ଓଡ଼ିଶା କୃଷି ପ୍ରୋତ୍ସାହନ ଓ
ପୁଞ୍ଜିଲଗାଣ ନିଗମ ଲିଡ

(ଓଡ଼ିଶା ସରକାରଙ୍କର ଏକ ସଂସ୍ଥା)



APICOL

The Agricultural Promotion and
Investment Corporation of Odisha Ltd.

(A Wholly owned Corporation of the Government of Odisha)

Ref. No. 1415 /APICOL,
From

Dated the 31 March, 2021

Dr. Pravat Kumar Roul,
Managing Director

To

The Joint Secretary to Government (IMU Section),
Department of Agriculture and Farmers' Empowerment,
Odisha, Bhubaneswar.

Sub: Clarification to pre-bid queries on RFP for PM-FME (SPMU).
Sir,

In inviting reference to the subject cited above, the clarification /
reply to the pre-bid queries received from 07 (seven) prospective bidders
have been finalized and enclosed herewith for your reference.

I would request you to upload the same in your website
www.agriodisha.nic.in .

Yours faithfully,

Encl/- As above

Memo No. 1416 /APICOL,

Copy to Agribusiness Section, Department of Agriculture and
Farmers' Empowerment, Govt. of Odisha, Bhubaneswar for information
and necessary action.

MANAGING DIRECTOR

Dated the 31 March, 2021

Memo No. 1417 /APICOL,

Copy along with copy of enclosure forwarded to Sri A. K. Behera,
TD, NIC, Bhubaneswar to upload reply of pre-bid queries in website of
APICOL (www.apicol.nic.in).

MANAGING DIRECTOR

Dated the 31 March, 2021

Memo No. 1418 /APICOL,

Copy to the Principal Secretary to Government, MSME Department,
Odisha for favour of kind information.

MANAGING DIRECTOR

Dated the 31 March, 2021

MANAGING DIRECTOR

S.N	Topic	RFP document Section	Content in RFP document	Clarification requested by Bidder	Clarification / Reply
DeloitteToucheTohmatsuIndiaLlp					
1.		Page4	RFP Processing Fee (Non-refundable): Rs.10,000/-(RupeesTen Thousand only) in form of Demand Draft drawn infavourofAPICOLpayableatBhubaneswar	Request you to please confirm if there is anonlinepaymentoptionthroughRTGS/NEFT.Ifyes, we would request you to share theAccount details for enabling the RTGS/ NEFTtransferoftheamount.	As notified
2.		Page5	Bid Security (Refundable): Bid submitted shall beaccompanied by a Bid Security (the "Bid Security") ofRs.10,00,000/-(RupeesTenLakhonly)hereinafter referredtoas"BidSecurity"intheform ofademanddraftdrawninfavourof "APICOL"payableatBhubaneswar.	Request you to please confirm if there is anonlinepaymentoptionthroughRTGS/NEFT.Ifyes, we would request you to share theAccount details for enabling the RTGS/ NEFTtransferoftheamount.	As notified
3.		2.2.4EligibilityCriteria(Documentary Proof to beattached),Page11	H. Bidder should not have been blacklisted by any Govt.Organization/ Government Entity / Government Companyin the last 5 years - Self-declaration in shape of AffidavitfromaNotaryin requisitestamppaperasperformatgiveninT6.	Given the current covid situation, we wouldrequest you to consider submission of self-attesteddeclarationontheLetterPadinplaceof affidavit from a Notary in requisite stamp paper. Pleaseconfirm.	As notified
4.		2.2.4EligibilityCriteria(Documentary Proof to	I. Bidder or the authorized representative should not havebeen convicted for an offence involving moral turpitude inthelastfiveyears; orthereshouldnotbeanychargefileda	Given the current covid situation, we wouldrequest you to consider submission of self-attesteddeclarationontheLetterPadinplaceof affidavit from a Notary in	As notified

		be attached), Page 11	against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary- Self-declaration in shape of Affidavit from a Notary in requisite Stamp papers should be enclosed.	requisite stamp paper. Please confirm.	
5.		2.2.4 Eligibility Criteria (Documentary Proof to be attached), Page 12	J. Bidders should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation - Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate.	Please confirm if a self-declaration needs to be provided in case any of these registrations such as ESI Registration is not applicable to the bidding firm.	Yes, bidder can submit a self-declaration in case of non-applicability of ESI or any other registration
6.		2.2.4 Eligibility Criteria (Documentary Proof to be attached), Page 12	L. The Bidders should not have Net Worth less than Rs. 5.00 crore as on date of issue of this RFP - Certificate from a Chartered Accountant in this regard is required.	We would request you to consider latest Balance sheet audited by CA firm for the Net worth criterion. Please confirm.	The net worth would be considered for period prior to issue of the RFP; i.e., 26 th February 2021.
7.		2.2.4 Eligibility Criteria (Documentary Proof to be attached), Page 12	M. Bidder should not have defaulted against any loan/credit facility availed by him/them from any Bank or FIs - Certificate(s) from all the Bankers/FIs, from where the Bidder has availed any Loan/credit facility.	We would request you to relax this criterion as given the size of our firm it would be difficult for us to get the required certificate(s). Please confirm.	Non-default certificate from Bank/FI(s) would be required.

8.		8.AnyotherInformation,Page52	B. Self declaration in shape of Affidavit from Notary (as per Form T5) mentioning that bidder has not been black listed by any Government body in India during last five years.	Given the current covid situation, we would request you to consider submission of self-attested declaration on the Letter Pad in place of affidavit from a Notary. Please confirm.	Notarized affidavit would be required.
9.		8.AnyotherInformation,Page52	C. Authorization given to the bidder's representative, who has signed the bid by the Board of Directors/ Partners /authorized body. In case the person who has been authorized by the Board of Directors/Partners/Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.	Given the current covid situation, we would request you to consider submission of self-attested declaration on the Letter Pad in place of notarized Power of Attorney on Stamp Paper. Please confirm.	Notarized Power of Attorney affidavit would be required.
10.		8.AnyotherInformation,Page52	L. Copy of I.T. Return, Acknowledgement and Assessment Order/Clearance Certificate from Income Tax Authorities and Commissionerate of CT&GST, Odisha with regard to non-arrear of Taxes.	We would request you to relax this requirement as given the current covid situation, it would be difficult to arrange for these documents. Please confirm.	RFP notification in this regard will be adhered to
11.		6.OBLIGATIONS AND RESPONSIBILITIES OF AGENCY, Page 72	e) The Agency shall organize and conduct training whenever required by hiring resource persons in consultation with APICOLA and State Level Technical Institution	Please confirm if the cost of hiring resource persons would be reimbursed by the Client to the Agency on actuals.	Such trainings would be at the cost of the agency
12.		6.OBLIGATI	g) The Agency shall create incubati	We understand that the role of the	It would be the Agency's outlook.

		ONANDRES PONSIBILITI ESOFAGENC Y,Page72	onmechanismsandprovidehand holdingsupport to PMFMEs.	Agencywould be primarily to facilitate linkages ofPMFMEs with the existing institutions providingincubationsupport.	
13.		6.OBLIGATI ONANDRES PONSIBILITI ESOFAGENC Y,Page72	h)TheAgencyshalldevelopmateri alsforpublicationofinformation,e ducationand communication.	Please specify the exact role of Agency – weunderstand that the role of the Agency wouldbe primarily for providing content and provideoverall technical assistance and that Clientwould have separate arrangement for design/publication of actual IEC materials and launchofIEC campaign.Pleaseconfirm.	The Agency wouldprovide content and technical assistance. Clientwould bear the cost to publish/ print.
14.		6.OBLIGATI ONANDRES PONSIBILITI ESOFAGENC Y,Page72	l)NoTA/DAorany otherexpensesshallbeclaimedbytheA gency or its representative/ Personnel and the Agencyhastomeet the sameonitsown.	Plasespecifytheenvisagedtravelrequir ements (inter district, etc) for the SPMUteamwhichwillhelpinpreparingac ostestimate.Weunderstandthesamecan bebudgetedaspartofthe Financialproposal.Pleaseconfirm.	TA/DA shall be allowed with prior advice/approval of the Authority.
15.		12.RISK &R ESPONSIBILI TY	12.RISK&RESPONSIBILITY viii. The Service Provider should install a Biometric systemwithcomputerassistedinforma tioncapturingmodalitiesaswell as manual entry of the information the attendance ofitspersonneldeployed atthelocationandthereport shouldbeverifiedbytheauthorised officerfromtimetotime.	We would request you to consider relaxing therequirement of installing a biometric system.Pleaseconfirm.	The Agency would need to install biometric system and would follow biometric as well as manual attendance system
KPMGAdvisoryServicesPrivateLimited					
1.		2.2.4.(K)Fina ncialCriteria	The Bidder should have a minimum average annualturnover of Rs.25.00	Considering the project duration to be till 2024-25, companies	As notified

			crore during the preceding three financial years ending March 2020	with strong credentials and a minimum turnover of 100 cr. to be eligible for the bid.	
2.		3.4(E)	The agency should preserve all necessary records for audit purpose and handover the same to the Authority after completion of the project	Please specify the duration for which the agency is required to preserve records for audit purpose	The agency should preserve records for at least one year from expiry of the contract.
3.		2.2.5(D)	Plan of information sharing and handover	As per our understanding, this is a part of A&M, hence it is recommended the clause/mark can be merged with A&M section.	It would remain as such
4.		Bidder Data Sheet	Bidders shall be required to submit their Proposal through Registered Post or Speed Post or Courier as per instructions in the RFP Document on or before the end of date and time for proposal submission; i.e., 26.03.2021, 5.30PM	As the proposal is to be shared via Registered post/courier in the week of holi we request an extension of submission date to 9th April 2021	The deadline for submission of RFP documents has been extended up to 15 April 2021
Grant Thornton Bharat LLP					
1.		Checklist	Technical Criteria The bidders should have experience of Operation and Management of SPMU/TSU (Required Supporting Document: Copy of Work order/post project evaluation report from the Competent Authority)	We hereby request the department to kindly clarify and confirm whether PMU can be considered as SPMU	No, any PMU experience cannot be considered as SPMU. A state level PMU experience is required.
2.		Checklist	Financial Criteria The Bidders should have a minimum av	We hereby request the department to kindly modify the given criteria	We would stand by stipulation of Rs.25 cr. turnover.

			<p>verage annual turnover of Rs. 25.00 crore during the preceding three financial years ending March 2020. (Required)</p> <p>Supporting Document: Certificate from the Statutory Auditor has to be provided certifying total turnover of the Organization during last three financial years ending March 2018 as per Form T4 of Section 5)</p>	<p>as follows:</p> <p>The Bidders should have a minimum average annual turnover of Rs. 250 crore during the preceding three financial years ending March 2020. (Required)</p> <p>Supporting Document: Certificate from the Statutory Auditor has to be provided certifying total turnover of the Organization during last three financial years ending March 2020 as per Form T4 of Section 5)</p>	
3.		<p>Checklist (Pg.No.12)</p>	<p>Financial Criteria</p> <p>The Bidder should not have less than Net Worth of Rs. 5.00 crore as on date of issue of this RFP. (Required)</p> <p>Supporting Document: Certificate from a Chartered Accountant in this regard is required)</p>	<p>Net worth of Rs 5 Cr and above may not be the best way to shortlist a suitable firm.</p> <p>We hereby request the department to kindly modify the given criteria as follows:</p> <p>The Bidder should not have less than Turnover from Agri and Allied sector of Rs. 15.00 crore as on date of issue of this RFP. (Required Supporting Document: Certificate from a Chartered Accountant in this regard is required)</p>	<p>We would stand by stipulation of Rs.5 cr. Net worth. Agricultural experience is being considered separately.</p>
4.		<p>Section 2.2.5 Technical Evaluation,</p>	<p>Experience of working on projects for women, SC, ST and the underprivileged (1-3 projects: 1 mark, >3 projects: 2 marks) (Range: 1-3 projects) (Max Score: 2)</p>	<p>We hereby request the department to kindly clarify and confirm whether Project Management Agency (PMA)/ Project Management Consultant (PMC)/ Project</p>	<p>We have considered SPMU/TSU experience separately. This experience is also required.</p>

		Part A Experience of the Bidder relevant to the assignment clause (IV) page no. (13)		Management Unit (PMU) can be considered under the given criteria.	
5.		Responsibilities and Eligibilities, State Lead Project Manager (Pg.No.37)	Qualification & Experience: (i) Post Graduate degree/diploma in Business Management, Agri. or Food Business Management from national/ international premier institutes (ii) 8-10 years of experience in managing development projects preferably in Food Processing or Agri Business development or MSME, out of which minimum 3 years in leadership role	We hereby request the department to kindly modify the given criteria as follows: (i) Post Graduate degree/ diploma in business Management, Agri or Food Business Management from National/International Institutes (MANAGE, IRMA or IIMS will be preferred) (ii) 8-10 years of experience in managing development projects preferably in Food Processing or Agri Business	We would stand by criteria as notified
6.		Responsibilities and Eligibilities, Manager, Food Technology (Pg.No.38)	Qualification & Experience: i. B.Tech/M.Sc in Food Technology/ Food Engineering from a premier National Institute. ii. Minimum 3 years' experience in providing services to FPI (preferably to Micro & Small Scale Enterprises) for technology upgradation, product development, quality assurance, food safety etc. would be an added advantage	We hereby request the department to kindly modify the given criteria as follows: (i) B.Sc/B.Tech/M.Sc in Food Technology/ Food Process and Engineering/ Agri Processing or equivalent course from a premier National Institute.	We would stand by criteria as notified

7.		Responsibilities and Eligibilities, Manager, MIS (Pg.No.39)	Qualification & Experience: (i) Master degree in Economics/Statistics/Data Analytics/MBA from reputed University or Institute (ii) Minimum 3 years' experience in monitoring or data analytics on development program at national level. Ability to handle data for interpretation of information, experience in using statistical and M&E tools and dashboard preferred.	We hereby request the department to kindly modify the given criteria as follows: (i) Master degree in Economics/Statistics/Data Analytics/MBA/Computer Science/Computer Application from reputed University or Institute	We would stand by criteria as notified
8.		Responsibilities and Eligibilities, Accounts Executive /Expert (Finance/Accounts) (Pg.No.39)	Commerce Graduate/Post Graduate/CMA/CA/MBA (Finance) with Two years of working experience in Accounts in a company/Organization	We hereby request the department to kindly modify the given criteria as follows: Commerce Graduate/Post Graduate/CMA/CA/MBA (Finance) with one year of working experience in Accounts in a company/Organization	We would stand by criteria as notified
Ernst & Young LLP					
1.	Bid Security	Pg.5, Point no 15	Bid submitted shall be accompanied by a Bid Security (the "Bid Security") of Rs.10,00,000/- (Rupees Ten Lakh only) hereinafter referred to as "Bid Security" in the form of a demand draft drawn in favour of "APICOL" payable at Bhubaneswar	It is requested to accept Bank Guarantee also as an alternative mode of Bid security	RFP notification in this regard will be adhered to.

2.	Letter of Invitation	Pg.8,Pointno5	<p>The last date and time for submission of proposal complete in all respects is 26th March 2021 upto 5.30 PM and the date of opening of the bids is 30th March, 2021 at 11.30 AM in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl.no.12). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.</p>	<p>It is requested to give two weeks' time for bid submission from the date of release of reply to pre-bid queries and addendum/corrigendum. This will provide time to bidder to factor in the changes</p>	<p>Already extended up to 15 April 2021.</p>
3.	Technical Criteria	Page 11, Point B,C,D	<p>B. Agency must have experience of working with Centrally Sponsored / Central Sector Scheme(s)/ Programme(s) C. Agency must have experience of working in at least in 3 projects for more than three years D. Agency must have experience of working on PPP Projects/ FPO/ Community based Organizations.</p>	<p>It is requested if you can advise if there is any time period of the credentials/ how long the cred should be or we can show any year cred.</p>	<p>We are not stipulating any time period for the relevant experience.</p>
4.	Technical Criteria	Page 11, Point F	<p>The bidder should have experience of preparing proposal for centre or state sponsored Agro-industrial/food processing or cluster scheme including that of UNICEF/ UNIDO/ World Bank/ Reputed International</p>	<p>It is requested if you can remove the client Telephone no. and email. It can be provided upon request post submission of the bid (if required). Also, it is requested if it can be modified to "The bidder should have of working</p>	<p>We would require the contact details of Agency's clients.</p>

			Organizations along with any Government Department. Copies of work order and relevant documents on submission of proposals with details of clients such as name & address telephone nos and e-mail id should be furnished.	with Multilateral organizations such as UNICEF/ UNIDO/ World Bank/ Reputed International Organizations.	
5.	Technical Criteria	Page 11, Point H	Bidder should not have been blacklisted by any Govt. Organization/ Government Entity/ Government Company in the last 5 years. Self-declaration in shape of Affidavit from a Notary in requisite stamp paper as per format given in T6	It is requested if we can submit the Affidavit on a stamp paper with authorized representative signature without the Notary stamping part.	Notarization is required.
6.	Technical Criteria	Page 11, Point I	Bidder or the authorized representatives should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary. Self-declaration in shape of Affidavit from a Notary in requisite Stamp papers should be enclosed. In	Since the organization scale is big with more than 250 partners, can it be only limited to the authorized signatory and the relevant partners working on this particular project.	Declaration from Authorized signatories of the firm would suffice.

			<p>addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.</p>		
7.	Financial Criteria	Page 12, Point K	<p>The Bidders should have a minimum average annual turnover of Rs. 25.00 crore during the preceding three financial years ending March 2020. Statutory Audit Reports for last 3 years have to be provided certifying total turnover of the Organization during last three financial years ending March, 2020 as per Form T4 of Section 5.</p>	<p>It is requested if the letter can be provided by the CA to be accepted</p>	<p>Statutory Audit reports for 3 years would be required.</p>
8.	Financial Criteria	Page 12, Point M	<p>Bidders should not have defaulted against any loan/credit facility availed</p>	<p>It is requested if the letter can be provided by the CA as there will be numerous banks and FIs whom we need to reach out in short span period</p>	<p>Certificate from Bank/FI from which Agency has availed credit facility would be required.</p>
9.	Technical Presentation	Page 12, Point 1(Notes)	<p>All bidders are required to make a presentation about their institution, past experience and their execution plan for this assignment, which will form a critical basis for Technical Evaluation. In addition, bidders are required to submit both soft and minimum three hard copies of the Presentation to the Committee immediately after opening of technical</p>	<p>It is requested that Technical Presentation copy may be given to the client, two days in advance of presentation date</p>	<p>Technical presentation copies need to be submitted immediately after the opening of technical bid, as notified.</p>

			Bids		
10.	Technical Evaluation	Page13, Marking criteria	In addition to the Technical evaluation mentioned please add the details mentioned in the next column	It is requested if the marking criteria can be modified and marks for the presentation can be added for in the evaluation	We would stand by criteria as mentioned in the RFP notification.
11.	Taxes	Page14, point 2.2.11	The financial proposal/bid shall be inclusive of applicable Goods & Services Tax (GST). (b) Agency has to take care of all GST, stamp duty for registration and other statutory compliance with regard to the employees as per prevailing rules and labour laws, any charges and levies and cost of obtaining various certificates relating to execution of this assignment, if any, shall come within the purview of Agency.	It is requested that GST may be paid extra as per applicable laws	Bidders are required to quote inclusive of GST in the Cover letter for Financial Bid and provide break up in the Financial Proposal Form F-2 as prescribed in the RFP notification.
12.	Certificate from Banker	Page17	Certificate from Banks/FI that the Bidder has not defaulted in payment of dues to Banks/FIs	Is there any specific format we need to give the letter in.	No specific format is prescribed. Banks/FIs can issue certificate in their own format.
13.	Submission of financial proposal	Page18, point 2.3.7	In addition to the current mentioned paragraph please add the details mentioned in next column	It is requested if post 1 year, an increase of 10% y-o-y on the quoted fee can be added in order to cope up with the inflation.	Bidders are required to quote for the contract period without annual escalation.
14.	Signed Copy of RF	Page22, point 2.14.5	Signed copy of RFP	It is requested if this point can be removed from the technical requirement	No such thing mentioned under point 2.14.5

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15.	Appropriation of Performance Security	Page 22, point 2.14.5	Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Agency Default or to meet any Condition Precedent, and in the event of the Agency not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.	It is requested that Agency shall give in writing 30 days' time for rectifying the defect before recovering it.	The Authority would give written notice of 30 days, before liquidating the performance security.
16.	Power of Attorney	Page 23, point 2.16	The Bidder should submit a Power of Attorney in the format specified at Form-T5 of Section 5 authorizing the signatory of the Proposal to commit the Bid.	It is requested if only board resolution be suffice instead of separate power of attorney since Board give the permission to the partner/authorized representative once and Board resolution is not given on each bid its general power to the Signatory	Power of Attorney as prescribed would be required.
17.	Settlement of dispute	Page 25, point 2.24	The client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection	It is requested if the following line can be added that Arbitrator to be from reputed body	We would stand by conditioned as given in RFP notification.

			<p>with the contract. Disputes, not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Principal Secretary, MS & ME Department, Government of Odisha.</p> <p>The arbitration proceedings shall be held in Bhubaneswar within Odisha.</p>		
18.	Authority of Default	Page 29, point 3.3.4	<p>The Authority fails to provide requisite office space for establishment and functioning of the Consultants along with requisite furniture & fixtures and hardware.</p> <p>2. The authorized representative of the Authority instructs the Agency to delay the process of execution and/or to temporarily stop the execution and the instruction is not withdrawn within a continuous period of 30 days.</p>	It is requested if you can clarify regarding the office space that it will be provided by APICOL	Office space would be provided by Authority.
19.	Payment upon termination	Page 30, point 3.3.6	If the Contract is terminated because of a fundamental breach of Contract by the Agency, the Authority or its authorized representatives shall issue a certificate for the value of damage/loss sustained or for any amount receivable from the Agency. The same shall be paid by the Agency separately with taxes	Liability of the consultants should not be greater than the value of the contract. Kindly confirm on the same.	Liability of the consultants may be greater than the value of contract if the situation so warrants

			<p>and levies, as the case may be, or can be appropriate from the Performance Security available with the Authority.</p> <p>If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Agency shall issue a certificate for the value of loss, if any, including any other amount remains payable or reimbursable to the Agency shall be payable by the Authority.</p>		
20.	Obligations and Responsibilities of Agency:	Page 30, point 3.4(A)	<p>The Agency shall perform the services and carry out its obligations under the contract with due diligence and efficiently, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standard recognized by national/international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Firm shall always act, in respect of any matter relating to this Contract, as a faithful advisor to APICOL and shall at all times,</p>	It is requested to modify as engineering services are not in scope	May be perceived in its literary sense.

			support and safeguard APICOLF or legitimate interests.		
21.	Obligations and Responsibilities of Agency:	Page 30, point 3.4 (F)	TA/DA or any other expenses will be claimed by the Agency or its representative/Personnel as per norms.	It is requested if you can clarify if TA/DA and other expenses be paid extra apart from the quotation.	TA/DA shall be allowed with prior advice/approval of the Authority.
22.	Obligation and Responsibilities of the Authority	Page 31, point 3.5 (D)	The Authority shall pay or release the total amount per annum as agreed on negotiation for engagement as the Agent for this assignment in 12 equal monthly instalments and the amount due for a particular month be released by 10th of the succeeding month after deducting 10% of the amount towards Retention Amount to the Agency to meet its manpower expenses only subject to submission of satisfactory progress report of the preceding month.	It is requested if you can clarify deduction of retention money and when it will be refunded	The retention is for a period of six months and will be refunded on submission of satisfactory compliance to the objection, if any.
23.	Output and Deliverable	Page 32, point 3.8	The Deliverables of the project would be as per details given below. The authority has every right to suitably amend or modify the deliverables during the course of the assignment	In addition to the same, it is requested to add "The authority has every right to suitably amend or modify the deliverables during the course of the assignment in discussion with the agency"	The Authority reserves the right to amend or modify the deliverables as per requirement.
24.	Output and Deliverable	Page 32, point 3.8	1. 90% of the deliverable for establishment of Food Pr	It is requested if you can also advise the milestones and	We stand by what is mentioned already.

	ble		<p>rocessingEnterprises</p> <p>2. 90%ofthedeliverablesareexecutedaspertimeline</p> <p>3. 90%oftheCapacitybuilding, handholding and training activitiesareachieved</p> <p>4.90%achievementoffinancialtarget</p>	<p>thefinalno.ofEstablishmentsandNo. oftrainingactivitiestobeexecutes and the output of financial target. Also, instead of90%, can it be reduced to 80% of the deliverable. Also, if youcanclarifyregardingtheAchievementoffinancialtarget. Also,iftheoutputanddeliverablecanbedetailedoutinordertogettheclarity.</p>	
25.	Section 4- DetailsofWork	Page 36, Point Xii(Setting up robustprojectmanagement framework)	MaintenanceofDetailedAccounts, CashBook, Vouchers, Audit of Books ofAccountsrelatedtothePMFM Scheme andotherfinancerelatedworks.	It is requested if you can accept that the Agency can assistbutinmaintainingrecords	The Agency is required to take sole responsibility.
26.	Section 4- DetailsofWork	Page 36, Point Xiii(Setting up robustproject managementframework)	Furnishing Utilization Certificates (UCs)and regular Progress Reports to MoFPIinthe prescribedformats;	Itisrequestedifyoucanclarifythat Howcanagencyprovidecertificates	Will be informed at appropriate time.
27.	AnnualReport	Page47,pointN.B.	Attachsupportingdocuments,Attachlast3yearsofAnnualreports.	Requestyoutoacceptcertificatefrom CA	Documents asked for are required.
28.	Any OtherInformation	Page52,pointL	Acknowledgement and AssessmentOrder/ClearanceCertificatefromIncomeTaxAuthoritiesandCommissionerateofCT & GST, Odisha with regard to non-arrearofTaxes	Itisrequestedifyoucanremovethesameastaxclearancecertificatesarenot required/issuedaspercircularno. 2/2004dated10/02/2004.	The circularno. 2/2004dated10/02/2004 of Income Tax waives requirement of IT Clearance certificate. However, needs to be complied for CT&GST.
29.	Programmesand Experienceof	Page53,PointK	Experienceofworking onPPP projectswith Cooperatives/FPOs/FPCs/SHGs/Federations/Communitybasedorgani	Can the micro enterprises/livelihood interventions for SHGthrough local vendors/suppliers will be	Experience by the Agency directly on its own would be required.

	the Organization		zations	consider as PPP projects; i.e., Under DAY- NULMOdisha EY has facilitated set up slipper manufacturing units by SHGs Under DAY- NULMOdisha EY facilitated SHGs engaged in multiple govt. last mile services like water tax collection, holding tax collection, etc.	
30.	Form T6- Anti Blacklisting Information	Page 57, Form T6	It is requested if we can use the for m language mentioned in the next column	<p>[Client Details]</p> <p>[Ref:]</p> <p>Dear Sir,</p> <p>The bidder declares, warrants and represents that as on date of the submission of the proposal there is no blacklisting/debarment in existence, however, please refer Annexure-XXX further clarifying with additional information on our blacklisting/debarment.</p> <p>Dated this day of, 2021.</p> <p><Name of the Bidder> <Signature of the Authorized person></p> <p><Name of the Authorized Person >Notarised</p>	Bidders are required to furnish as per format prescribed.

31.	Break up of Fees of Professionals(NB)	Page65,Table2	The bidder should quote the professional fee within the range as prescribed in the RFP for the respective Experts and Program Associates. Any quoted professional fee not within the range of the prescribed limit of the RFP, will be outrightly rejected	It is requested if you can advise the range as it is not mentioned in RFP	Bidders may refer to the PMFME guidelines released by MoFPI in this regard. However, they may quote at their discretion.
32.	Indemnification	Page77,Point16	It is requested if you can accept the clause mentioned in the next column as the general indemnification would be unlikely to be accepted	The Client (and any others for whom Services are provided) shall not recover from the Consulting agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	May exceed if the situation so warrants.
33.	Termination		In addition to the termination clause mentioned please add the details mentioned in the next column	"Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations."	The notification in this regard will be adhered to.
34.	Confidentiality		In addition to the Confidentiality clause	"Except as otherwise permitted	The notification in this regard will

	ality		sementioned please add the detailsmentioned inthenextcolumn	<p>by this Agreement, neitherof the parties may disclose to third parties the contents ofthis Agreement or any information provided by or on behalfof the other that ought reasonably to be treated asconfidential and/or proprietary. Parties may, however, disclosesuchconfidential informationtotheextentthatit:</p> <p>(a) isorbecomespublicotherthanthroughabreachofthisAgreement, (b) is subsequently received by the receivingparty from a third party who, to the receiving party'sknowledge, owes no obligation of confidentiality to thedisclosing party with respect to that information, (c) wasknown to the receiving party at the time of disclosure or isthereafter created independently, (d) is disclosed asnecessary to enforce the receiving party's rights under thisAgreement,or(e) mustbedisclosedunderapplicablelaw, legalprocess orprofessionalregulations. These obligations shallbevalidforaperiodof3yearsfromthedataofterminationofthisAgreement."</p>	be adhered you.
35.	ForceMaje		In addition to the Force Majeure	i)Totheextentthattheprovisionofth	The notification in this regards will

	ure		<p>clause mentioned please add the details regarding "facilitation of remote working" mentioned in the next column</p>	<p>Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services</p> <p>(ii) Where Agency Personnel are required to be present at Client's premises, Agency will use reasonable effort to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of on-site Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of on-site Services, or (iii) a party's resources determine that it is unable or unwilling to</p>	<p>be adhered to.</p>
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				travel in light of a pandemic-related risk.	
36.	IPR		In addition to the IPR clause mentioned please add the details mentioned in the next column	The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the agency owns in performing the Services. Notwithstanding the delivery of any Reports, the agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	The notification in this regards will be adhered to.
Palladium					
1.		SECTION-1, LETTER OF INVITATION, sub point 5 on page 8	The last date and time for submission of proposal complete in all respects is 26th March 2021 upto 5.30 PM.	Given the detailed nature of proposal, as well as financial year closing pressures, we would need time to submit a compelling quality bid. Therefore, we request to extend the submission of the proposal by 2 weeks.	Submission deadline extended till 15 April 2021.
2.		SECTION-2: INSTRUCTION	2.2.4 Eligibility Criteria and Technical Criteria on page 11 and 12	We understand that an Indian firm with majority holding by parent	You may comply as applicable for you. The selection committee will

		TO BIDDERS, 2.2 Proposal Outlines ,		<p>firm can claim its Parent firms or other member firms resource strength, project credentials and financials. Kindly confirm if our understanding is correct.</p> <p>Many transformational programs, such as PMFME, focus on adoption of Global best practices and making global outreach for technical upgradation, market linkage, trade, and export promotion. We are a global firm, and we leverage the technical expertise and learnings from our international projects for effective delivery.</p>	take a rational decision in this regard.
3.		SECTION-2: INSTRUCTION TO BIDDERS, 2.2 Proposal Outlines, 2.2.4 Eligibility Criteria on page 11 and 12, Technical Criteria, Subpoint E	Agency must have minimum 100 full time employees and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, Food Processing, Agriculture & allied sectors, Finance, PPP/CBO/FP O and Marketing areas.	We understand that Global firms can showcase its employee strength working across projects in agriculture and allied sectors. Please confirm if our understanding is correct.	You may comply as applicable for you. The selection committee will take a rational decision in this regard.
4.		SECTION-2: INSTRUCTION TO BIDDERS, 2.2 Proposal Outlines, 2.2.4 Eligibility Criteria on page 11 and 12, Technical Criteria, Subpoint F	The bidder should have experience of preparing proposal for centre or state sponsored Agro-industrial/ food processing or cluster scheme including that of UNICEF/ UNIDO/ World Bank/ Reputed International Organizations along with any Government Department.	We understand that Global firms operating internationally can showcase its parent/global credentials of working with various bi/ multilateral international agencies of repute such as World Bank/ ADB/ USAID/ DFID/ DFAIT, etc. Please confirm if self-attested undertaking by authorized	You may comply as applicable for you. The selection committee will take a rational decision in this regard.

				representative will be considered.	
5.		SECTION-2: INSTRUCTION TO BIDDERS, 2.2 Proposal Outlines, 2.2.4 Eligibility Criteria on page 11 and 12	<p><u>Financial Criteria Subpoint K</u> The Bidders should have a minimum average annual turnover of Rs. 25.00 crore during the preceding three financial years ending March 2020.</p> <p><u>Financial Criteria Subpoint L</u> The Bidders should not have Net Worth less than Rs. 5.00 crore as on the date of issue of this RFP.</p>	We understand an Indian firm with majority holding by parent firm can claim its Parent firm's financials. Kindly confirm if our understanding is correct.	You may comply as applicable for you. The selection committee will take a rational decision in this regard.
6.		Page 12, Note point 1	All bidders are required to make a presentation about their institution, past experience and their execution plan for this assignment, which will form a critical basis for Technical Evaluation. In addition, bidders are required to submit both soft and minimum three hard copies of the Presentation to the Committee immediately after opening of technical bids.	It is our humble request to provide at least a week time for submission of Presentation to the Committee after submission of technical bid.	Technical presentation copies need to be submitted immediately after the opening of technical bid, as notified.
7.		SECTION-2: INSTRUCTION TO BIDDERS, 2.2 Proposal Outlines, 2.2.5 Technical Evaluation, point A. Experience of the Bidder relevant to	<u>Experience of Operation and Management of SPMU/TSU</u>	We understand SPMU/TSU covers Programme Management Unit / Technical Support Unit/ Project Management Agency/ Technical Advisory with central/state government departments / PSUs/ ULB's/ Internal bi/multilateral agencies. Please confirm.	You may comply as applicable to you. The selection committee will take a rational decision in this regard.

		the assignmentsubpointion pageno.13																								
8.		SECTION-2:INSTRUCTION TO BIDDERS, 2.2 ProposalOutlines, 2.2.5 TechnicalEvaluation, C. Qualificationand Relevant experience ofkey staff	<table border="1"> <tr> <td colspan="2">Qualification and relevant experience of key staff</td> <td>50</td> </tr> <tr> <td>I</td> <td>Project management</td> <td>15</td> </tr> <tr> <td>II</td> <td>Marketing</td> <td>10</td> </tr> <tr> <td>III</td> <td>Food technology</td> <td>10</td> </tr> <tr> <td>IV</td> <td>Social sector</td> <td>5</td> </tr> <tr> <td>V</td> <td>IT & MIS</td> <td>5</td> </tr> <tr> <td>VI</td> <td>Accounts</td> <td>5</td> </tr> </table>	Qualification and relevant experience of key staff		50	I	Project management	15	II	Marketing	10	III	Food technology	10	IV	Social sector	5	V	IT & MIS	5	VI	Accounts	5	Werequestyoutokindlyprovidethe break-upforscoring	Further break up is notrequired.
Qualification and relevant experience of key staff		50																								
I	Project management	15																								
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V	IT & MIS	5																								
VI	Accounts	5																								
9.		SECTION-5 TECHNICALPROPOSAL,Page40-41	<u>ChecklistofTechnicalForms</u> Certification:I,theundersigned,certif ythattothebestofmyknowledge and belief, this biodata correctly describes myqualification my experienceandme. Date: Signature of Staff Member:Authorizedofficialfromthefirm:	Pleaseclarifywhoneedstosignthese rtificationaschecklistformat is for bidderorganizationdetails	The biodata of staff members are to be individually signed off (certified). The checklist from bidder need to be signed by authorized signatory.																					
10.		FormT3andT9 Detailed Curriculum Vitae(CV)	FORMT-3:SUGGESTEDFORMATOFCURRICULUMVITAEFORMEMBERS OFAGENCY'STEAMonpage53and	Please clarify purpose of two different template/ format fordetailed Curriculum Vitae (CV). We understand that both arefor submission of Detailed Curriculum	T3 is brief CV format to be furnished for all staff members of Bidder's team, whereas T9 is detailed CV format for key personnel.																					

			FORM-T9: Format for Detailed Curriculum Vitae (CV) of Key Personnel on page 60-61	Vitae (CV) of SPMU team. If it is so, request to confirm which form is to be used.	Both are to be submitted by the Bidder.
11.		Form F2 – Summary of Financial Proposal, Table-1, Page 64	<p>1. Total cost inclusive of taxes will be taken for the evaluation purpose. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Consultant including administration and operational expenditures.</p> <p>2. The PMU will be provided with office space, furniture, equipment's, and stationeries by the Planning & Convergence Department. The expenditure towards TAs of Experts/ Associates and Misc. Expenditures to be incurred for functioning of the PMU shall be borne by the Planning & Convergence Department out of its budget under Programme Expenditure.</p>	We understand that Financial Quotation will be inclusive of out-of-pocket expenses and applicable taxes. Please confirm. We also understand that travel cost (at state and national level related to SPMU functioning) will be provided by authority and will not be part of the financial quotation. Please clarify.	TA/DA shall be allowed with prior advice/approval of the Authority. Bidders are required to submit proposal accordingly.
12.		Form F2 – Summary of Financial Proposal, Table-2, Page 64	<p>Breakup of Fees of Professionals</p> <p>A. State Level PMU</p> <p>B. Professional Fees towards deployment of Pool of Technical Advisors</p> <p>Total Fee = A+B</p>	a) We understand that the fee range is as per guideline released by MOFPI on Structure of SPMU with details of Responsibility, Eligibility, Qualifications, Experience, Remuneration	Bidders may refer to the PMFMI guideline released by MoFPI. However may quote at their discretion. Need of Technical advisor and cost thereof is at the discretion of Bidders.

				<p>tion, Selection Criteria, Tenure, Terms of Employment, etc. Please confirm.</p> <p>b) What are the definitions, position, and criteria for selection of technical advisors?</p> <p>c) Is there any professional fee range associated with technical advisors?</p> <p>d) Is it mandatory to place technical advisors in the team?</p> <p>e) Table 1 does not have all the subtotals of Table 2, i.e., there is no consistency between table 1 and table 2 in terms of monthly quote/ annual quote, fee of SPMU and Fee of Professional advisors, applicability of service fee charges. Please clarify.</p> <p>f) The prescribed fee structure in the guideline was released in 2020. However, as per the RFP, the program is envisaged till March 2025. Kindly clarify if the prescribed fee structure can be loaded with annual increments during the project period. Please clarify.</p>	<p>The item (A) of Table-1 comes from Table 2 (A+B) Service charges and GST etc. are added subsequently in Table-1. We don't see any inconsistency there.</p>
13.		Form F2 – Summary of Financial Proposal, Table-2, Page 64	The bidder should quote the professional fee within the range as prescribed in the RFP for the respective Experts and Program Associates. Any quoted profe	It is our humble request to remove this restriction as it would compromise the quality of staff that bidders can bring to	The limitations would remain due to budgetary constraint.

			ssionalfeenotwithinthelimitoftherangeoftheprescribed limitoftheRFP, willbeoutrightly rejected.	theproject. Since it would be a 70:30 QCBS evaluation, thefinancialsmaykindlybeassessed withoutthisrestriction.	
14.		Form T4 - Financial CapacityoftheBidder on pageno.54	[TobeprovidedontheBidderLetterHead]	We understand that Financial Capacity of the bidder as performT4needstobesubmittedalongwithCertificatefromtheStatutory Auditor. Please confirm if Form T4 needs to beprintedonAuditorsLetterHead orBiddersLetterHead.	T4 needs to be submitted on Bidder's letterhead as asked. Statutory Auditor of the Bidder need to certify at the bottom as per the format.
Pricewaterhousecoopers Private Limited					
1.		Clause(iv)- Settinguprobustmanagementframework Pageno. 71	CarryingoutstrengtheningofStateLevelTechnicalInstitution	KindlyclarifywhichkindofactivitiesneedstobeundertakenforstrengtheningofSLTIs.	Will be informed at appropriate time.
2.		FormatT5-Powerof Attorney Pageno.57	FormatofPowerofattorneyofBidder	We request you to accept board resolution for theauthorized signatory of the firm instead of power ofattorney.	Power of Attorney would be required.
3.		Breakupoffeesofprofessionals	-	Pleaseclarifywhether professionalfeesofthestate PMUexperts will be asper theMOFPI notified remunerationfor	Bidders can refer to the guideline released by MoFPI and however quote at their discretion.
4.		Clause6(l), pageno.74, Obligationandresp	No TA/DA or any other expenses shall beclaimed by the Agency or itsrepresentative/PersonnelandtheA	Variousactivitiesundertheassignmentwillinvolve travel to various districts of the state. Please clarifywhowillbearthetravelcostinvo	TA/DA shall be allowed with prior advice/approval of the Authority.

		onsibilitiesofagency	agencyhastomeetthesameonits own.	lvedinthe project	
5.		Clause6(f),pageno.74, Obligationandresponsibilitiesofagency	The Agency shall establish requisiteecosystemtosupportPMFMEsforpromotionoftheir related enterprises	Kindly,clarifythesupportrequiredfor creationofecosystem	The same would be clarified later on during implementation.
6.		Outputanddeliverables(Pageno.76)	The monthly payment shall be doneaccordingly.	As the payment to be made is monthly while thedeliverables/output mentioned is at the end of thefinancialyear, Kindlyclarifythesame.	There would be monthly deliverables which will be looked into while releasing monthly payments. In addition, annual deliverable will be checked at end of financial year.
7.		Obligationandresponsibilitiesofagencies Point6 j(Pg74)	In case of failure to complete the work withinthespecificperiod(including extensionoftime,if any granted) or violation of any termsandconditions,APICOLshallbe atlibertytocancel thecontract.	Request you to please replace the termcancellationwithtermination,asthatistherealintent.	As Notified
8.		Eligibilitychecklist Point H (Pg 13), Form T-6 (Pg 19)(Pg 43), PointH (Pg 46), Point 8B(Pg54),FormT-6	Bidder should not have been blacklisted by anyGovt.Organization/Government Entity/GovernmentCompanyin thelast 5years.	we request client to allow us to submit theblacklistingdeclarationslimit edtotheblacklistingstatusofthebidder/company. WerequesttheClient toallowustosubmittheblacklistingdeclaration inthebelow format: We hereby certify, confirm and undertake that ourCompany have not been debarred/ blacklisted	The notification in this regard will be adhered to.

				<p>in the last 5 years by Government of Odisha / any Entity/Department/Public Sector Undertakings (PSUs) of Govt. of Odisha / any other State Governments/their entity/Departments/PSU or Central Government or its entity/ department /PSU or their agencies in India or from abroad for corrupt and fraudulent activities as on the (Bid Submission Date).</p> <p>Request the client to change the eligibility criteria to this effect.</p>	
9.		<p>Eligibility checklist</p> <p>Point I (Pg 13), Form T-7 (Pg 19) (Pg 43), Point I (Pg 46), Point 8E (Pg 54), Form T7</p>	<p>Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.</p>	<p>We wish to clarify that since this is a principal to principal arrangement and the bidder is a private limited company incorporated under the laws of India, we request you to allow us to submit this declaration in the below form at:</p> <p>Basis written information and best of our knowledge and belief, we hereby certify, confirm and undertake that our Company has not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against us for an offence involving moral turpitude</p>	<p>The notification in this regard will be adhered to.</p>

				<p>in respect of which proceedings are pending before any court of law or judiciary.</p> <p>In addition, other than certain litigations/arbitration against PwCP which are not material in nature, we confirm that there is no proceeding pending against the Company as on the date of submission of Bid with regard to any civil, criminal or tax liability which if adversely determined, would impact the ability of PwCPL to provide services under the proposed tender.</p>	
10.		Indemnity	<p>Agency shall at times indemnify and keep APICOL indemnified against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract</p>	<p>We request you to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying</p>	<p>The notification in this regard will be adhered to.</p>

				<p>Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's</p>	
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				sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	
11.		Limitation of Liability: No clause in RFP	No clause mentioned in the RFP	<p>We request you to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. You may consider including the following in the RFP"</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid/payable for the services.</p> <p>Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	The notification in this regard will be adhered to.
12.		Restriction due to COVID-19		<p>We would also request to include a clause regarding current COVID-19 pandemic for a major condition considering its impact.</p> <p>A suggestive clause for inclusion in</p>	The notification in this regard will be adhered to.

				<p>RFP in line with above is given below for your kind consideration:</p> <p>“If there are any circumstances 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 restriction exists. Any delay/default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequential damages/penalties etc. arising therefrom”</p>	
NABCONS					
1.		2.36	Certified from Bankers /FIs that the Bidder has not defaulted in payment of dues to banks /FIs	Is there any format for the certificate? In case there is no credit facility available, do we still have to furnish the certificate? If yes from which bank?	<p>No specific format is prescribed. Banks/FIs can issue certificate in their own format.</p> <p>If no credit is available by Bidder ever, a self declaration can be submitted to this effect.</p>
2.		2.12	The date on which the Agreement will be signed between “Authority” and selected Bidder after Final negotiation of cost will be signed ‘Effective Date’ and the Contract Period shall start from the	In case the contract period gets extended will there be any scope for negotiation in terms of financial offer?	There may be scope for negotiation in case of extension beyond the stipulated period with due approval of competent authority.

			'Effective Date' as defined above, and shall be valid till March 2025 or as may be decided by the Authority.		
3.		2.3.1.A.a	Part 1: Technical Proposal. The Technical Proposal /Bid of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The Bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.	What is the minimum score required for technical evaluation?	It is mentioned in the RFP document clause 2.2.5 that, "Bidder who scores 70% or above marks in the technical evaluation shall be considered for further evaluation."