



**THE AGRICULTURAL PROMOTION AND INVESTMENT
CORPORATION OF ODISHA LIMITED (APICOL)**

(A Wholly Owned Corporation of Government of Odisha)
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No. 2243 /APICOL,

Dated : 22.04.2022

CORRIGENDUM

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR
ESTABLISHMENT OF AGRI-BUSINESS PROMOTION & TRANSFORMATION TEAM (APTT)**

The Proposal Submission Deadline has been extended to 09.05.2022 at 5.00 PM instead of 30.04.2022 at 5.00 PM, which was published earlier in the website on date 05.04.2022. The dateline of other events in respect of the RfP are as follows:-

Date of opening of Technical Proposal	: 12.05.2022 at 11.00 AM
Date of Technical Presentation	: 19.05.2022 at 11.30 AM
Date of opening of Financial Proposal	: 26.05.2022 at 11.00 AM
Expected Date of Commencement of Assignment	: 15 th June, 2022

The details along with the clarifications to the queries of different bidder agencies are available in (www.apicol.nic.in/ www.tendersodisha.gov.in / www.agri.odisha.gov.in).

All other terms and condition shall remain unchanged.

Sd/-

MANAGTING DIRECTOR

**Clarification on the Pre-bid Queries
of different bidders on
“RfP for selection of Agency for
Establishment of APTT at APICOL”**

Clarifications on the queries of PwC

Sl. No	Section	Reference/ Subject	Clarification Sought	Clarification
1.	QCBS, Point 2, pg. 3 of RFP	Quality and Cost Based Selection (QCBS) with weightage of 70:30 (70% for technical proposal and 30% for financial proposal)	We request the authority to please consider revising it to 80:20, with 80% as technical weightage and 20% as financial weightage. The reason for this request is that this is a strategic assignment and the timely achievement of the KPI indicators will be the key to success. The success of the KPI indicators will be dependent on the quality of resources proposed. Hence, we request the client to consider making it 80:20 bid.	As notified in the RfP
2.	Bid submission date, Point 7, pg. 3 of RFP	30.04.2022 up to 5:00 PM	We request the authority to please provide 3 weeks' time from the date of issue of pre-bid clarifications by the client, to incorporate all the changes as suggested by the client and taking necessary internal approvals.	The proposal submission deadline will be extended to 9 th May, 2022.
3.	Performance Guarantee, Point 15, pg. 4 of RFP	Performance Bank Guarantee amounting to 10% of the contract value from a Scheduled Commercial Bank situated in Bhubaneswar in favor of "APICOL", as per the format at Annexure-II, for a period of three months beyond the entire contract period	The performance guarantee is on the higher side as per the GFR rule 171, where the range for the same is mentioned as 5-10%. Request the authority to please consider modifying the performance guarantee to 5%. The excerpt of the clause 171 is given below for further reference " To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Unlike contracts of Works and Plants, in case of contracts for goods, the need for the Performance Security depends on the market conditions and commercial practice for the kind of goods. Performance Security should be for an amount of five to ten percent of the value of the contract as specified in the bid documents. Performance Security may be furnished"	The Performance Bank Guarantee will be 3% of contract value (as per Govt. of Odisha, Finance Dept. office memorandum no. 8475, dated 05.04.2022)
4.	Non blacklisting clause, Point vii pg. 12 , point xi pg. 13 and point xiii-pg. 16 of RFP	Non blacklisting declaration	Two different verbiages for the non-blacklisting declaration have been used on pg. 12 and 13 of RFP. It is understood that verbiage w.r.t point vii-pg. 12 has to be used.	The bidder should not have been blacklisted by any govt. organization/entity/company at the time of submission of bid proposal (Ref: Cl. 2.1(vii) at page no. 12 of the RFP). This blacklisting notation will be used at page nos. 13, 16 & 65 of the RFP.
5.	Proposed Team, Clause C. Proposed Team, pg. 18 of RFP	The State Level Team members of APTT should be full time employee of the bidder organization at the time of joining the APTT team. But it is not mandatory in case of the District Coordinators. However, one month relaxation will be given for 14 District Coordinators for	It is understood that State level team members and 14 District Coordinators that are proposed during the bidding stage have to be full time employees at the bidding stage. For the additional 14 District Coordinators for whom the CV was not submitted at the bidding stage, a 1-month relaxation will be given from the proposed date of deployment.	It has been clarified at Cl. 2.11 (Contract Negotiation), pg.23 of the RFP that, "The bidder should ensure positioning of all State Level Team Members along with at least 50% of the District

		whom CVs have not been given at the time of proposal submission		Coordinators (14 nos.) within one month and rest 50% of District Coordinators within 2 months of signing the contract.” As such, the next set of 14 District Coordinators are getting one month relaxation.
6.	Proposed Team, Clause C, pg. 18 of RFP	MBA (Agribusiness) / PGDM (Agribusiness) / MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM),	Request the authority to please consider adding the year 2021 under the NIRF /ICAR ranked institutions for all resource positions where the same is mentioned as criteria, so as to increase the coverage of latest ranked institutions. Thus, the modified clause would be: MBA (Agribusiness) / PGDM (Agribusiness) / MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020/2021) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM),	NIRF Ranking of Management Institutes for both the years 2020 and 2021 will be considered along with ICAR ranking of Agricultural Universities for the year 2020.
7.	Proposed Team, Clause C, pg. 18 of RFP, point 6- Project Finance Consultant	MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020 for Management institutes (or) CA / CFA with minimum 3 years post qualification experience in Agriculture and allied sector project financing	Request the authority to please relax the experience requirement in “Agriculture and allied sector project Accounting and Finance”, as finance-based positions are specialized positions and relevant experience requirement in Finance related profiles may be sufficient for such profile. Thus, the modified clause will be: “MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020/2021 for Management institutes (or) CA / CFA with minimum 3 years post qualification relevant experience in Finance related profiles will be considered	MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020/ 2021 for Management institutes (or) CA / CFA with minimum 3 years post qualification experience in Agriculture and allied sector project financing.
8.	Proposed Team, Clause C, pg. 18 of RFP, point 7- Accounting and Finance Consultant	MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020 for Management institutes)/ CA/ CFA with minimum 3 years post qualification experience in Agriculture and allied sector project Accounting and Finance	Request the authority to please relax the experience requirement in “Agriculture and allied sector project Accounting and Finance”, as finance-based positions are specialized positions and relevant experience requirement in Finance related profiles may be sufficient for such profile. Thus, the modified clause will be: “MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020 for Management Institutes)/ CA/ CFA with minimum 3 years post qualification relevant experience in Finance related profiles will be considered”	The required qualification and experience of the Accounting and Finance Consultant will be “MBA/PGDM in Finance from Top 100 Management Institute (as per NIRF, Ministry of Education, GoI Ranking 2020/ 2021 for Management Institutes)/ CA/ CFA with minimum 3 years post qualification relevant experience in Accounting & Finance”

9.	Contract Negotiation, Clause 2.11, pg. 23 of RFP	<p>2.11 Contract Negotiation: Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder. The bidder will, as a prerequisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. The bidder should ensure positioning of all State Level Team Members along with at least 50% of the District Coordinators (14 nos.) within one month and rest 50% of District Coordinators within 2 months of signing the contract. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.</p>	<p>Will request the authority to please consider 45 days instead of 1 month period for deployment of resources, as there can be delays due to notice period related issues. Thus, the modified clause would be</p> <p>“2.11 Contract Negotiation: Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. The bidder should ensure positioning of all State Level Team Members along with at least 50% of the District Coordinators (14 nos.) within 45 days and rest 50% of District Coordinators within 90 days of signing the contract. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.</p>	As notified in the RfP
10.	Clause 2.25, pg. 26, Replacement of Personnel:	<p>After written notification, the Agency will provide at least 3 CVs of appropriate candidates within Fifteen (15) days, for review and approval. If all 3 CVs are not acceptable, more options to be given by the agency. The Agency must replace the personnel within Fifteen (15) working days from the date of approval of replacement. If one or more personnel become unavailable / leave the project for any reason midway under the contract, the Agency must notify the APICOL at least thirty (30) days in advance, and obtain the approval prior to making any substitution</p>	<p>We request the client to reduce the minimum CV requirement to 1 instead of 3 for ease of operations. In case the CV is not acceptable, then additional CVs will be submitted by the agency. The agency should be given at-least 45 days for resource approval, once the CV is approved from the client, as the candidates normally must serve at least 1 month notice period with the current employer. The updated clause for the same is “After written notification, the Agency will provide at least 1 CVs of appropriate candidates within Fifteen (15) days, for review and approval. If CVs are not acceptable, more options to be given by the agency. The Agency must replace the personnel within Fifteen (45) working days from the date of approval of replacement. If one or more personnel become unavailable / leave the project for any reason midway under the contract, the Agency must notify the APICOL at least thirty (30) days in advance and obtain the approval prior to making any substitution.</p>	As notified in the RfP
11.	Clause 3.4.1, point 2, pg. 32, Promotion of MKUY & other schemes for more investment in the sector	<ul style="list-style-type: none"> • Location (State) based segregation of the identified potential target investors to be done and road shows to be arranged at selective locations to demonstrate Odisha’s Agribusiness potential. At least 4 road shows to be conducted every year • Develop a database of existing Agri based enterprises in the state. Organize business-to-business meetings of Agri downstream players from the state with 	<p>It is understood that the role of the agency is to facilitate such road shows/workshops/meetings. The actual cost for the events will be borne by the client</p>	Yes, the cost will borne by the client.

		<p>the potential investors, to promote the ecosystem development in the state. Organize at least 10 meetings every month</p> <ul style="list-style-type: none"> Identify 3-5 major produce of each district in the state and manage a database about the details of these products. Organize Buyer–Seller Meets at district levels for these identified Agrilallied produce. Organize at least 1 buyer-seller meet in each district every year 		
12.	<p>Clause 3.4.1, Point 3, pg. 32, Total Investment through projects (measured on Go Ahead Issued)</p>	<p>1. 1st Year – Rs 500 crore (Quarterly-125 cr) 2. 2nd Year – Rs 800 crore (Quarterly - 200 cr) 3. 3rd Year – Rs 1100 crore (Quarterly- 275 cr)</p> <p>(Go-Aheads Issued in 2019-20 – 318.84 cr, 2020-21 – 303.65 cr, 2021-22 – 232.32 cr)</p>	<p>As per the go-ahead received in FY 2021-22 the go-ahead issued were 232.32 cr. The first-year target is given as 500 cr, which is much higher than the past year performance achievement. Request the client to consider the maximum of the past 4 years go-ahead issued i.e., 318.84 cr. (approx. 319 cr. approx..) as first year target, as the economy is recovering post Covid 19. The remaining targets can be revised by taking 30% increment on the first-year target. Also, the first quarter target (for first year) can be reduced to 50% as the team would be in inception stage and there may be systemic delays during the first three months due to inception phase. The remaining target can be reapportioned in the remaining 3 quarters of the first year. Thus, the revised clause will be:</p> <p>1. 1st Year – INR 319 crore (Quarterly- first quarter- 40 cr., 2nd Quarter- 93, 3rd Quarter- 93 cr.,4th Quarter- 93 cr.) 2. 2nd Year – Rs 415 crore (Quarterly- ~ INR 104 cr) 3. 3rd Year – Rs 539 crore (Quarterly- ~INR 135 cr)</p>	As notified in the RfP
13.	<p>a) Penalty in case of low achievement, pg. 38</p>	<p>If overall achievement in a year is below 50%, the AMC may decide to terminate the contract & forfeit the performance guarantee. However, if the underperformance is beyond the control of the agency due to external or extraneous reasons, the agency shall provide sufficient reasons to justify the same. Then the AMC may decide whether to terminate the contract & forfeit the performance guarantee or not.</p>	<p>We request the authority that termination of the contract may only be considered in case of non-achievement of target for two consecutive years. The revised clause for the same is</p> <p>“If overall achievement in a year is below 50% for two consecutive years, the AMC may decide to terminate the contract & forfeit the performance guarantee. However, if the underperformance is beyond the control of the agency due to external or extraneous reasons, the agency shall provide sufficient reasons to justify the same. Then the AMC may decide whether to terminate the contract & forfeit the performance guarantee or not.</p>	As notified in the RfP
14.	<p>Tenure of Agreement, Point b, pg. 44</p>	<p>Tenure of Engagement Initially the PMU will be operational for a period of three (3) years and extendable by another 2 years subject to annual review. Based on requirement of the Government, this may</p>	<p>We request the authority to please consider 10% fee hike post extension on annual basis, so as to account for normal inflation rates. The modified clause for the same is “Tenure of Engagement Initially the PMU will be operational for a period of three (3) years and extendable by another 2 years subject</p>	The tenure of engagement will initially be 3 years. However, the continuance of the engagement will be subject to annual review of satisfactory performance by

		be extended further. Upon extension, the fee will be hiked @ 5% per annum over the original contract fee	to annual review. Based on requirement of the Government, this may be extended further. Upon extension, the fee will be hiked @ 10% per annum over the original contract fee”	the Administrative Department. Upon extension after three years, the fee will be hiked @ 5% per annum over the original contract fee.
15.	3.4: Detailed Scope of Work; 3.4.1, point 2 (c), pg. 32, Promotion of MKUY & other schemes for more investment in the sector	Connect with potential investors through at least 1,000 telephone calls highlighting the specific value proposition of the State in the sector and an overall presentation on business ecosystem in the State. The outreach should reach each potential Agri entrepreneur at least once every 3 months.	We understand that the outreach calls indicated in the clause are the annual targets since the payment is dependent on the KPI. Kindly confirm. Further, we request the authority to clarify on the methodology for tracking of the no. of these telephone calls undertaken.	The payment based on KPIs and the outreach call targets are quarterly. The agency has to develop an online system to track the activity of APTT members (As notified under clause 3.9.2, at page 44 of the RfP)
16.	3.4: Detailed Scope of Work; 3.4.1, point 2 (d), pg. 32, Promotion of MKUY & other schemes for more investment in the sector	Develop marketing collaterals, emails, customizable content, flyers, etc. for all the identified focus sectors and revise them with latest information once every 6 months.	We understand that we would be responsible for preparing the technical content for the marketing collateral, emails, and other outreach material. However, development of creatives (in terms of audio, video, pamphlets, brochures, etc.) the printing, designing etc. of the same will be limited to providing technical knowledge support and not be marketing agencies. Kindly confirm	Yes, the agency would give technical & intellectual inputs only.
17.	Clause 3.4.1, point 4 (c): Hand-holding the investors for grounding of investments	Measurable KPI: Timely disposal of incentives (CIS) for all districts (per quarter). Support the APICOL officials and field functionaries to disburse the incentives (CIS) on timely manner and at least 70% of the total incentive (CIS) applications submitted to be disposed within average 45 days of its submission	We understand that the release of incentives to the applicants would be dependent on the State Government Budget allocated under the programme. Therefore, it is assumed that the unavoidable factors which may lead in the delay of release of incentives, in such circumstances, the average time of 45 days would be extended. Request the authority to please take this point into consideration.	As notified in the RfP
18.	Liability not capped	Not documented in the RFP. Indirect and consequential losses are not excluded from liability	Since, outer boundary of liability is not documented in the RFP, we would request you to limit liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Ministry of Electronics and Information Technology. It is also the normal industry practice. You may consider including the following language: "Purchaser/ Client agrees that the Consultant's 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. 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."	As notified in the RfP

19.	Confidentiality	Exceptions to confidential information is not provided	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers, and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers, and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	As notified in the RfP
20.	Confidentiality	Exceptions to confidential information is not provided	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers, and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers, and subcontractors are bound by confidentiality obligations; (b) 8 where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	(Query at Sl. 19 has been repeated)
21.	Page 27 Pt. 2.15 (ii) Form TECH 6: Conflict of Interest	Conflict of interest	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations, and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	As notified in the RfP (Ref pg. 24 clause 2.15 Disclosure: point (i))
22.	Clause 2.15 (ii) b. Disclosure, Page 24	Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to: a. A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have	<p>We request the client to limit this obligation for disclosures to present or past convictions for such offenses.</p>	As notified in the RfP (Ref pg. 24 clause 2.15 Disclosure: point (ii))

		committed professional misconduct		
23.	Clause 3.6 (a), pg. 38, Liquidated Damages	LDs capped at higher percentage	We request client to cap the liquidated damages/penalties cumulatively to 10% of the total contract value	As notified in the RfP (Refer Cl. 2.20, page 25 and Cl. 3.6 (a), page 38)
24.	Clause 2.24, pg. 26	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our preexisting IPRs, and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	The referred clause clearly mentions about the IPRs obtained in connection with APICOL's contracted work and has provided for retention of pre-existing other IPRs not related to APICOL's work by the agency.
25.	Clause 2.27: Arbitration, pg. 27	Non-independent arbitrator: The APICOL and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Chief Secretary, Odisha will be the final authority to resolve the dispute arising between and the APICOL and the	To uphold the principles of natural justice (Nemo iudex in causa sue- no one should be judge in one's own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm. In addition to this all disputes are generally handled as per the Arbitration and Conciliation Act, 1996; request the authority to please consider the same for dispute resolution purpose.	As notified in the RfP

		Consultant.		
26.	Disclaimer: No third-party disclaimer	Not documented in the RfP	Since we will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	The liability will be on the Agency side or the client side as the case may be.
27.	Acceptance: No acceptance criteria	Not documented in the RFP	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MEITY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time or if Client uses the draft deliverable, it will be deemed to be accepted.	Not accepted
28.	Staffing: Deployment of Resources	Deployment of Resources due to Covid 19 Crisis	If there are any circumstances that reasonably restricts 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. 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 consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract. In view of the evolving Covid 19 situation, engagement teams are advised to build in suitable safeguards in contracts, proposals, and related documents, to allow flexibility (e.g., delivery issues resulting from by Covid 19 circumstances, connectivity (e.g., in WFH/remote access), system availability, timelines/extension of commencement date, payment issues (if any), ability to renegotiate the commercials/scope if required, etc.). Pls consider sample language provided in adjacent column allowing project team members to work from home or other remote locations. Also, it is strongly advisable to refrain from committing, in connection with any engagements, to working	Covid-19 guidelines issued by Govt. of Odisha will be binding on both Client and Agency.

			from any specific premises (PwC's office, client location, third party location).	
29.	Notice period w.r.t termination (not present in the current RFP)	Termination without notice and rectification period	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause. Also, the RFP does not mention payment provisions in case of contract termination. Request the authority to please add the clause that "all the work that has been done by agency before the contract termination will be paid in full in case of contract termination"	As notified in the RfP
30.	Clause 2.26, pg. 27- Force Majeure	In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, APICOL reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.	(Cancellation/rescission of contract) - Rescission/cancellation means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and or refund of all payments made already may be sought. hence, we request the client to avail the remedy of termination as provided under the terms of the RFP/contract.	As notified in the RfP
31.	Form TECH 3, pg. 50	Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. Scanned copies with signature is allowed. CA has to mention the membership No. and Directors have to mention the Director Identification Numbers (DIN).	Request the authority to please delete the DIN number related requirement as generally CA certificate along with membership no. usually suffice for such kind of requirement. Also, the signatory who is authorized by the company authorized representative as per the PoA format may or may not be the Board of Director (Only Board of Directors have the DIN number)	As notified in the RfP
32.	Technical and Data Consultant, point 10, pg. 21	B. Tech from Top 100 Engineering Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Engineering institutes) with minimum 3 years post qualification experience in IT project	We request the authority to please consider adding M.B.A (any stream)/ too as an alternate qualification apart from B.Tech. As the work of such consultation is usually to coordinate with vendor for Functional Requirement Specifications (FRS), data analysis and report writing. Thus the modified clause would be: M.B.A (any stream) from Top 100 management institutes as per NIRF ranking (2020, 2021) or B.Tech from Engineering Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Engineering institutes) with minimum 3 years post qualification experience in IT projects	B. Tech from Top 100 Engineering Institute (as per NIRF, Ministry of Education, Gol Ranking 2020/2021 for Engineering institutes)
33.	District Coordinator, pg. 22 of RFP	MBA (Agribusiness) / PGDM (Agribusiness)/ MBA (Rural Management) / PGDM (Rural Management) from top 100 NIRF ranked Management Institutes (2020) (or) top 100 NIRF ranked Universities (2020) (or) top 50 ICAR ranked Agricultural Universities (2020)	We request the authority to consider adding Masters in Social Work (M.S.W) and M.B.A in any steam as an alternate qualification for district level positions for ease of operations. Thus the modified clause would be: MBA (any streams)/PGDM (Agribusiness)/ MBA (Rural Management) / PGDM (Rural Management)/ Masters in Social Work from top 100 NIRF ranked Management Institutes (2020) (or) top 100	MBA (Agribusiness) / PGDM (Agribusiness)/ MBA (Rural Management) / PGDM (Rural Management) from top 100 NIRF ranked Management Institutes (2020/2021) (or) top 100 NIRF ranked Universities

		(or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur with minimum 3 years of experience of working with Central Government /State Government/ Multi laterals /Fortune 500 Companies & Fortune Next 500 Companies	NIRF ranked Universities (2020) (or) top 50 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur with minimum 3 years of experience of working with Central Government /State Government/ Multi laterals /Fortune 500 Companies & Fortune Next 500 Companies	(2020/2021) (or) top 50 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur
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Clarifications on the queries of BDO India LLP

SI No	Clause Reference	Page Reference	Clause Details	Query/ Suggestion	Revised Clause may be accepted	Clarification
1	3.6 Payment Terms	39	Payment to the Agency will be made on quarterly basis on submission of the quarterly report by the firm and subject to approval of the same by the Authority (Agency Monitoring Committee). The payment will be based on the deliverables defined. In order to work out the performance of the agency for payment, the achievements against the KPI targets will be taken into consideration using a combined matrix as per the weightage mentioned against KPIs below. The targets under different KPIs can be modified by the Agency Monitoring Committee time to time in consultation with the bidder organization, if so needed as detailed at 3.6.(a). However, only the 1st quarter payment as against the achievement of KPIs will be considered, as the team members will take time to understand the assignment and acclimatize in the first quarter. But, the annual target will remain constant.	We request you to map the payment on the basis of resource deployment on T&M basis, as the weightage of payment as depicted in the section is dependent upon the approval from concerned division. Subjecting to delay in approval; leads to deduction of penalty.	Request the payment to be made on T&M basis with respect to the resources to be deployed.	As notified in the RfP

2	3.6 Weightage of Payment (a) Penalty in case of low achievement)	5	Penalty will be deducted from the quarterly payment in case low achievement in any one of the above KPIs (Maximum of 10 % deduction). If achievement in a quarter is <50 %, penalty will be 10%; achievement 50 to <60%, penalty is 8%; achievement 60 to <70%, penalty is 6%; achievement 70 to <80%, penalty is 4%; achievement 80 to <90%, penalty is 2% and achievement is 90% or more, No penalty. However, if the agency requests for waiver of penalty in a quarter citing reasons for under-performance beyond their control, the Agency Monitoring Committee (AMC) may consider to waive out or revise the penalty.	We request you to map the payment & subsequent penalty on the basis of resource deployment on T&M basis, as the weightage of payment & penalty imposed as depicted in the section is dependent upon the approval from concerned division. Subjecting to delay in approval; leads to deduction of penalty.	Request the penalty to be made on T&M basis with respect to the resources to be deployed.	As notified in the RfP
3	2.8.3 Technical Evaluation Criteria 1. Organization Strength	18	Bidder Average Annual Turnover from Indian Consulting operations in three years - FY 2018-19, FY 2019-20, FY 2020-21 (Copy of the audited balance sheet of the last three FYs, and CA certified Turnover certificate) INR 100 Cr – INR 300 Cr – 1 Mark >INR 300 Cr – INR 500 Cr – 2 Marks >INR 500 Cr – INR 700 Cr – 3 Marks >INR 700 Cr – INR 900 Cr – 4 Marks >INR 900 Cr – 5 Marks	We as one of the leading consulting firms would take this privilege to participate & showcase our expertise towards the said engagement. We request you to kindly amend the clause & lower the Turn Over criteria. Keeping in view the scope, engagement demography, kindly amend the clause. This will ensure wider participation & healthy competition.	Bidder Average Annual Turnover from Indian Consulting operations in three years - FY 2018-19, FY 2019-20, FY 2020-21 (Copy of the audited balance sheet of the last three FYs, and CA certified Turnover certificate) INR 50 Cr – INR 75 Cr – 1 Mark >INR 75 Cr – INR 100 Cr – 2 Marks >INR 100 Cr – INR 200 Cr – 3 Marks >200 Cr – 5 Marks	As notified in the RfP
4	Terms of Reference- Section 5: Evaluation Criteria 1. Relevant Experience of the Organization in similar assignments.	5	2.8.3 Technical Evaluation Criteria: C. Proposed Team:	The segregation of profiles & subsequent distribution of Marks seems to highly stringent. Rather to have mark distribution for all proposed resources, We request you to kindly amend the clause by giving marks to the key resources, Indicative list of rest other resources (CVs) to be proposed in the proposal based on requirement.	We request you to kindly consider the Mars distribution against proposed team.	As notified in the RfP

Clarifications on the queries of KPMG

SI No	Section No. / Clause No. / Paragraph / Bullet No.	page no. of RFP	Query / clarification sought	Clarification
1.	Technical Evaluation Criteria Point No. A, 1, a) Turnover	18	The current parameter may please be modified as under: Bidder Average Annual Turnover from Indian Consulting operations in three years - FY 2018-19, FY 2019-20, FY 2020-21 (Copy of the audited balance sheet of the last three FYs, and CA certified Turnover certificate) INR 50 Cr – INR 150 Cr – 1 Mark INR 151 Cr – INR 250 Cr – 2 Marks INR 251 Cr – INR 350 Cr – 3 Marks INR 351 Cr – INR 450 Cr – 4 Marks INR 500 Cr above – 5 Marks	As notified in the RfP
2.	Point 2.25 Replacement personnel	26	After written notification, the Agency will provide at least 3 CVs of appropriate candidates within Thirty (30) days, for review and approval. If all 3 CVs are not acceptable, more options to be given by the agency. The Agency must replace the personnel within Sixty (60) working days from the date of approval of replacement.	As notified in the RfP
3.	Point 3.4.1, 3 Total Investment through projects	32	1st Year – Rs 250 crore (Quarterly- 125 cr) Leaving the first two quarters for basic preparations to aggressive on investment promotion	As notified in the RfP
4.	Point 3.4.1, 5 and Point 3.4.1, 6 Recommending policy changes to APICOL and line departments & Regular monitoring department functions for the investor facilitation process	33	Multiple deliverables expected in first three months of the project. Request timelines to be relaxed initially considering the amount of effort involved in each of these activities. 1. Policy Benchmarking- Analyse the existing policy framework. Conduct a comparative analysis study with at least 5-10 Indian states. 2. Conduct a process mapping as-is analysis of the project approval and facilitation process by the department, and districts and block nodal officers 3. Develop a comprehensive monitoring framework for tracking	As notified in the RfP
5.	Point No. 2.11 Contract Negotiation	23	As it requires certain approvals and standard mechanism to finalize candidature at the bidder level and the candidate may also require time to serve notice period at the existing workplace therefore the current clause may please be modified as under: The bidder should ensure positioning of all State Level Team Members along with at least 50% of the District Coordinators (14 nos) within 2 month and rest 50% of District Coordinators within 3 months of signing the contract	It has been clarified at Cl. 2.11 (Contract Negotiation), pg.23 of the RFP that, “The bidder should ensure positioning of all State Level Team Members along with at least 50% of the District Coordinators (14 nos.) within one month and rest 50% of District Coordinators within 2 months of signing the contract.” As such, the next set of 14 District Coordinators are getting one month relaxation.

6.	Point No. 2.25 Replacement of Key Personnel	30	The following clause may please be modified as under: Change in Key Resources within the lock in period will attract a penalty of 1% of the contract value.	As notified in the RfP
7.	Point No. 3.4.1 Measurable KPIs and Deliverables Table Sl. No. 1 & 2	32	With regards to the current scenario prevailing COVID-19 pandemic and the uncertainty aroused due to it, we request that the proposed events such as roadshows, Buyer-Seller meets, sectoral events, 1 to 1 In person meetings etc. may please be decided as per the prevailing conditions of COVID-19 or any other such circumstances and therefore evaluation as per KPIs may please be relaxed.	The targets under various KPIs will remain as such. However, situations like COVID-19 need to be presented before the Agency Monitoring Committee for consideration.
8.	Point No. 3.4 Detailed Scope of Work Table Sl. No. 3	32	As understood from the go-ahead issued during 2018-19, 2019- 20 and 2020-21, there is a decrease in go ahead issued from 2019-20 to 2020-21 which may be attributed to COVID-19 disruptions. On similar grounds, we request APICOL to be considerate in terms of criteria listed under investment through projects (1st, 2nd and 3rd year) and provide provisions for relaxation in case of non-achievement of targeted investment. Investment targets may be mutually agreed after evaluation of investment potential.	As notified in the RfP
9.	Point No. 3.4 Detailed Scope of Work Table Sl. No. 4	33	Timely disposal of applications and Timely disposal of incentives is not in the control of PMU, hence penalty should be imposed if the delay in the process is due to consultants performance only.	As notified in the RfP
10.	Point No. 3.4 Detailed Scope of Work Table Sl. No. 7	33	With regards to approval of new / legacy loan applications of MKUY, it may please be noted that banks are third party to this engagement and the bidder will not have any control over their adherence with regards to the timeline mentioned by APICOL for approval of LOAN applications. Apart from the application and documents, the bank loans are subject to many other conditions such as CIBIL ratings which may attribute to delay in sanctions of the applications. Therefore, APICOL may please remove this KPI. The bidder shall support the applicants during the entire process of bank loan but bidder's performance shall not be subject to sanction of loan by bank.	This KPI is not part of the evaluation for Payments or Penalty.
11.	Point No. b Tenure of Engagement	44	As there is not provision for hiking the price during the entire engagement of 3 years, APICOL is requested to revise the fee hike provisions upon extension of PMU as under: Upon extension, the fee will be hiked @ 10% per annum over the original contract fee.	The tenure of engagement will initially be 3 years. However, the continuance of the engagement will be subject to annual review of satisfactory performance by the Administrative Department. Upon extension after three years, the fee will be hiked @ 5% per annum over the original contract fee.
12.	Point no 3.6 Payment Terms	38	We understand that payment should be rationalize in terms of the deployment of Team and deliverables. There should be the cooling period of 6 months to align the team with the policy and investment climate of the State. Moreover, to attract investment in the State there are many factors which influences the investors interest like Policy, Infrastructure and Governance, which is beyond the control	It has been considered and performance penalty reduced to maximum of 10%.

			<p>of Consulting Firm. Therefore, the payment should be rationalized 50% on deployment on quarterly basis and 50% linked to the achievement of target. We would also like to know the basis of arrival of the numbers in target fixed for the investment in every quarters.</p> <p>The entire payment terms should be in equal proportion distributed among team deployment and given KPIs on quarterly basis.</p>	
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Clarifications on the queries of Grant Thornton

SI No	Clause in RFP	Content in RFP	Queries	Clarification
1.	2.8, Evaluation of Proposal, pt. (A) – Technical Evaluation Criteria Organisation Strength Page no. 17	<p>Bidder Average Annual Turnover from Indian Consulting operations in three years - FY 2018-19, FY 2019-20, FY 2020-21 (Copy of the audited balance sheet of the last three FYs, and CA certified Turnover certificate)</p> <p>INR 100 Cr – INR 300 Cr – 1 Mark INR 301 Cr – INR 500 Cr – 2 Marks INR 500 Cr – INR 700 Cr – 3 Marks INR 700 Cr – INR 900 Cr – 4 Marks INR 900 Cr above – 5 Marks</p>	<p>The threshold of INR 1000 Crores turnover is in a higher side and shall restrict limited participation in the tender process due to presence of limited number of firms in the market which have such a high turnover. We, therefore, request that the mentioned threshold may be reduced to INR 300 Crores. The criteria may be revised as follows:</p> <p>INR 100 Cr – INR 150 Cr – 1 Mark INR 150 Cr – INR 200 Cr – 2 Marks INR 200 Cr – INR 250 Cr – 3 Marks INR 250 Cr – INR 300 Cr – 4 Marks INR 300 Cr above – 5 Marks</p> <p>We wish to draw your attention to the Office Memorandum No To, Managing Director, APICOL, 326, Baramunda, Bhubaneswar – 751003 17th February 2022 S. No. Clause in RFP Content in RFP Queries/ Our Submission F.18/13/2020-PPD of the Ministry of Finance (attached) which stipulates the financial turnover to not be set too high (Attached for reference).</p>	As notified in the RfP
2.	2.8, Evaluation of Proposal, pt. (c) Proposed Team (point 11) Pg. 21	<p>District Coordinators (28 nos.)</p> <p>(CV of 14 persons has to be submitted at the time of application and CV of balance 14 nos within one month)</p>	<p>We understand that quality of resources to be deployed as District Coordinators is essential, however, proposing 14 resources at this stage will be challenging for the bidders. Hence, we request you to kindly do away with scoring for District Coordinators and evaluate all 28 nos. of CVs of District Coordinator once the bid is awarded to the bidder before the issue of work order. Instead, we propose criteria mentioned in serial no. 3 with similar score, to understand capability of the bidders in conceiving and implementing Agribusiness, enterprise and export promotion.</p>	As notified in the RfP
3.	2.8, Evaluation of Proposal, pt. (c) Technical Evaluation Criteria	Point to be added	<p>Since the objective of the project is the overall promotion of Agriculture in the State, relevant experience of the firm in conceiving and implementing similar programs of Agribusiness Promotion should also be considered for evaluation. We, therefore, request that the following criteria may be added:</p> <p>Experience of conceiving and implementing similar programs of agribusiness promotion with State Governments. The programme duration</p>	As notified in the RfP

			should be minimum of 1 year with a value of not less than INR 5 Crores 3.5 Marks per project maximum of 14 marks	
4.	Issue of Preproposal clarification Pg. 4	Issue of Pre-proposal clarification Proposal Submission Deadline	We request you to kindly extend the timeline for 2 more weeks, since the date of "Issue of Pre Proposal clarification" will be uploaded by the department on 22.04.2022 and the Proposal submission date will be 30.04.2022. Consequently, to submit the quality bid in 8 days after getting the clarification from the department will be too short to complete. Hence, we request you to kindly extend the timeline to S. No. Clause in RFP Content in RFP Queries/ Our Submission submits the quality bid by 2 more weeks.	The proposal submission deadline will be extended to 9 th May, 2022.
5.	2.8, Evaluation of Proposal, 2) Organisation Experience	a) Experience of running Program/Project Management Unit/ Project Implementation Unit of minimum 1-year duration with the Central/State Government agencies in India in last 5 years (2 mark for each project): 10 marks (marks should be given for no. of such projects exceeding 5) b) Experience of Agriculture & Allied Sector advisory assignments for Central/ State Government agencies of any projects of at-least1-year duration in the last 5 years (3 marks for each project): 15 marks (marks should be given for no. of such projects exceeding	We request you to kindly clarify that in point (a) and (b), a bidder can repeat the projects or not. Kindly confirm.	Yes, the bidder can repeat the project, if the projects are eligible under both the categories (a & b).

Clarifications on the queries of Palladium Consulting India Pvt. Ltd.

SI No	Section & Page No.	Content of RFP Requiring Clarifications	Change / Clarification Requested	Clarification
1.	2. Instruction to Bidders, 2.1 Eligibility Criteria, Page 12	Point ii: The Bidder should have an average turnover of minimum INR 100 crore during last three financial years - FY 2018-19, FY 2019-20, FY 2020-21. (Only Indian Turnover and experience from Indian operations will be considered.)	We understand an Indian firm with majority holding with parent firm can claim its Parent firms or other member firms resource strength, project credentials and financials. Kindly confirm if our understanding is correct. Many transformational programs, such as APTT, focus on adoption of Global best practices and making global outreach for technical updation, market linkage, trade, and export promotion. We are a global firm, and we keep leveraging our technical expertise and learnings from our international projects.	As notified in the RfP (Turnover and experience from Indian operation only will be considered.)

2.	2. Instruction to Bidders, 2.1 Eligibility Criteria, Page 12	Point iv: Agency must have minimum 200 full time employees and should have in-house strength of professionals (on full time role)	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.	As notified in the RfP (Strength of professionals from Indian operations will only be considered.)
3.	2. Instruction to Bidders, 2.1 Eligibility Criteria, Page 12	Point v: The Bidder should have experience of working on minimum five (5) PMU assignments in last 5 years of a minimum duration of 1 year with Central/ State Government agencies in India. Besides, if the ongoing assignments are more than one year old as on the RFP issuance date, the same will be considered. Point vi: The Bidder should have experience of completing minimum three (3) consulting assignments of minimum duration of 12 months with State/ Central Government agencies in Agriculture and Allied sector. (If the ongoing assignments of more than one year old as at the RFP issuance date, the same will be considered.)	We request to consider ongoing assignments more than six month-old duration as on the RFP issuance	As notified in the RfP
4.	2. Instruction to Bidders, 2.1 Eligibility Criteria, Page 13 & 14	Any kind of consortium/ Joint Venture with other firms is not allowed. Bidder Experience and strength including financials will be considered from Indian operations only.	Request to allow Joint Venture for technical enhancement of the bidders. We understand an Indian firm with majority holding with parent firm can claim its Parent firms or other member firms resource strength, project credentials and financials. Kindly confirm if our understanding is correct	As notified in the RfP
5.	2.14 Conflict of Interest, page 24	Conflict of interest exists in the event of: (iv) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder (v) Consultants, agencies, or institutions (individuals or organisations) who have a business or family relation with the APICOL directly or indirectly; and	We understand that a bidder having a business or family relation with the APICOL directly or indirectly, need to disclose the same. This does not lead to disqualification of a bidder and one can participate in the bid. Please confirm our understanding is correct.	As notified in the RfP (Agency has to disclose conflict of interest while participating.)
6.	2.8 Evaluation of Proposal: page 17, c) Technical Evaluation Criteria	A. Experience of the Bidder 1. Organization Strength a. Bidder Average Annual Turnover from Indian Consulting operations in three years - FY 2018-19, FY 2019-20, FY 2020-21 (Copy of the audited balance sheet of the last three FYs, and CA certified Turnover certificate) INR 100 Cr – INR 300 Cr – 1 Mark INR 301 Cr – INR 500 Cr – 2 Marks INR 501 Cr – INR 700 Cr – 3 Marks INR 701 Cr – INR 900 Cr – 4 Marks INR 900 Cr above – 5 Marks	This is a restrictive clause as there are very few consulting firms in India whose Average Annual Turnover from Indian Consulting operations in three years would be over INR 1000 crore. It's a humble request to relax this clause and allow other bidders to participate.	As notified in the RfP

Clarifications on the queries of Global AgriSystem

SI No.	Reference clause in the RFP	Clarification needed	Remarks	Clarification
1.	Bid Processing Fee (Non-Refundable) Ref Page 4	Whether this is exempted for registered MSME? As per Govt. guideline, MSMEs are exempted for such processing fees.	It is mentioned that - Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) including GST in shape of Demand Draft in favour of APICOL drawn in any scheduled commercial bank payable at Bhubaneswar	As notified in the RfP.
2.	Performance Security Ref page 5	Whether this is exempted for registered MSME? As per Govt. guideline, MSMEs are exempted for such processing fees.	Performance Bank Guarantee amounting to 10% of the contract value from a Scheduled Commercial Bank situated in Bhubaneswar in favour of "APICOL" , as per the format at Annexure-II , for a period of three months beyond the entire contract period	The Performance Bank Guarantee will be 3% of contract value (as per Govt. of Odisha, Finance Dept. office memorandum no. 8475, dated 05.04.2022)
3.	Mode of Submission Ref Page 5	Is it allowed to submit online?	It is now restricted to -Speed Post / Registered Post / Courier/ By Hand	As notified in the RfP.
4.	Eligibility Criteria Ref Page 13	It is too high for MSME to apply in this bid. Suggest to downscale to 5 crores annual turnover.	The Bidder should have an average turnover of minimum INR 100 crore during last three financial years - FY 2018-19, FY 2019-20, FY 2020-21.	As notified in the RfP
5.	Full time employee Size Ref page 13	Considered too high for registered advisory and consulting MSMEs. Suggest to downscale it to 25-30.	Agency must have minimum 200 full time employees and should have in-house strength of professionals (on full time role)	As notified in the RfP
6.	Page 13 Note	Given the above criteria, it is suggested to allow partnerships and consortiums. It will help build a value proposition to relate to local context and bring high quality execution.	Any kind of consortium/ Joint Venture with other firms is not allowed.	As notified in the RfP

Clarifications on the queries of Deloitte

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
1	3	5	Proposal Due Date: 30.04.2022 up to 5.00 PM	Proposal Due Date	We request a three weeks extension so that we can submit a customized proposal uniquely tailored towards the specific requirements of APICOL	The proposal submission deadline will be extended to 9 th May, 2022.

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
2	ix	15	Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder	Power of Attorney	We request that a resolution by the board of the bidder empowering the authorized signatory be allowed	Board resolution is allowed as mentioned at sl. no. ix, page no. 13 (Documents to be submitted along with Technical proposal).
3	vi	14	The Bidder should have experience of completing minimum three (3) consulting assignments of minimum duration of 12 months with State/ Central Government agencies in Agriculture and Allied sector	Completed assignments	As many of the agriculture sector assignments are multiyear in nature, we request that ongoing assignments be allowed as well	It has been allowed at Sl. No. (vi) under Eligibility Criteria as “If the ongoing assignments of more than one year old as at the RFP issuance date, the same will be considered.”
4	x	15	List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders from previous Clients	Completed assignments	As many of the agriculture sector assignments are multiyear in nature, we request that ongoing assignments be allowed as well	Ongoing assignments which are more than one year old as on the RFP issuance date will also be considered.
5	c	20	Presentation by proposed core team members (at least 5 proposed prospective team members along with project manager to be present in technical presentation)	Presence of core team	We request that only the project manager’s presence be made mandatory	As notified in the RfP
6	2b	20	Experience of Agriculture & Allied Sector advisory assignments for Central/ State Government agencies of any projects of at-least1-year duration in the last 5 years (3 marks for each project)	Years	We request that the restriction of duration be waived so that the bidders can showcase more relevant experience	As notified in the RfP
7	c	20	The core team must be fulltime employee of the bidder (preferably for 6 months or more)	Fulltime employee	We request that the requirement of being on the rolls of the firm be waived to attract a larger talent pool and allow bidders to access more qualified & suitable resources	The State Level Team members of APTT should be full time employee of the bidder organization at the time of joining the APTT team. But it is not mandatory in case of the District Coordinators. However, one month relaxation will be given for 14 District Coordinators for whom CVs have not been given at the time of proposal submission.

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
8	c	20	Project Manager / Team Lead:(1 Nos) MBA/PGDM in Agri Business management from Top 100 Management Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Management institutes)	Education	We request you to kindly revise this to MBA/PGDM/M.Sc. (Economics) from Top 100 Universities/Management Institutes (as per NIRF, Ministry of Education, Gol Ranking 2020 for University / Management institutes)	MBA (Agribusiness) / PGDM (Agribusiness) / MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur
9	c	21	Module Lead –Entrepreneurship Promotion (1 Nos) MBA/PGDM in Agri Business management from Top 100 Management Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Management institutes)	Education	We request you to kindly revise this to MBA/PGDM/M.Sc. (Economics) from Top 100 Universities/Management Institutes (as per NIRF, Ministry of Education, Gol Ranking 2020 for University / Management institutes)	MBA (Agribusiness) / PGDM (Agribusiness) / MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur (or) MBA/PG Diploma in Entrepreneurship Management from EDI, Gandhinagar
10	c	21	Module Lead – Scheme Implementation (1 Nos) MBA/PGDM in Agri Business management from Top 100 Management Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Management institutes)	Education	We request you to kindly revise this to MBA/PGDM/M.Sc. (Economics) from Top 100 Universities/Management Institutes (as per NIRF, Ministry of Education, Gol Ranking 2020 for University / Management institutes)	MBA (Agribusiness) / PGDM (Agribusiness) / MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur
11	c	21	Entrepreneurship Promotion/ Strategy Promotion Consultant (2 Nos) MBA/PGDM in Agri Business management from Top 100 Management Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Management institutes)/ PGDEM from EDI, Gandhinagar	Education	We request you to kindly revise this to MBA/PGDM/M.Sc. (Economics) from Top 100 Universities/Management Institutes (as per NIRF, Ministry of Education, Gol Ranking 2020 for University / Management institutes)	MBA (Agribusiness) / PGDM (Agribusiness)/ MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur (or) MBA/PG Diploma in Entrepreneurship Management from EDI, Gandhinagar

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
12	c	22	Project Implementation Consultant MBA/PGDM in Agri Business management from Top 100 Management Institute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Management institutes)	Education	We request you to kindly revise this to MBA/PGDM/M.Sc. (Economics) from Top 100 Universities/Management Institutes (as per NIRF, Ministry of Education, Gol Ranking 2020 for University / Management institutes)	MBA (Agribusiness) / PGDM (Agribusiness)/ MBA (Rural Management) / PGDM (Rural Management) from Top 100 NIRF ranked Management Institutes (2020/2021) (or) top 30 ICAR ranked Agricultural Universities (2020) (or) National Institute of Agriculture Extension Management (MANAGE), Hyderabad (or) National Institute of Agricultural Marketing (NIAM), Jaipur
13	c	23	Food Processing Expert B.Tech/ PGD in food processing technology from Top 100 EngineeringInstitute (as per NIRF, Ministry of Education, Gol Ranking 2020 for Engineering institutes)	Education	We request you to kindly revise this to Post Graduate Degree in Agriculture/Food Processing	B.Tech/ PGD in food processing technology from Top 100 Engineering Institute (as per NIRF, Ministry of Education, Gol Ranking 2020/2021 for Engineering institutes) (or) Degree from IIFPT, Thanjavur, Tamil Nadu / NIFTEM, Sonipat, Haryana/ CFTRI, Mysore (or) Post Graduate in Food Processing Tech/ Sciences from top 30 ICAR ranked Agricultural Universities (2020)
14	2.2 4	30	Copyright, Patents and Other Proprietary Rights	IPR	We understand that the bidder will retain the pre existing IPR	Bidder will retain the pre existing IPR
15	2.2 5	30	After written notification, the Agency will provide at least 3 CVs of appropriate candidates within Fifteen (15) days for review and approval	Requirement of 3 CVs	We request that we be allowed to place the CV of one competent individual matching/ exceeding the RFP defined requirement	As notified in the RFP
16	3.5 2	40	Promotion of MKUY & other schemes for more investment in the sector	Organization cost	We understand that organization cost, logistical support will be provided by the client	Refer to Cl. 3.9.2 at page no. 44
17	3.5. 11	42	Managing the online portal and development of the website	Development	We understand that the role of the consultants will be to provide technical inputs and subject matter expertise. The software development activities are to be carried out by team appointed by the client. Please confirm.	The software development activities shall be carried out by vendor appointed by APICOL
18	3.6	42	Payment to the Agency will be made on quarterly basis on submission of the quarterly report by the firm and subject to approval of the same by the Authority (Agency Monitoring Committee). The payment will be	Payment	Achievement of KPIs is linked to external factors which may be beyond the control of consultants and will require inputs of other stakeholders. We request that payments be disbursed based on the deployed man months.	As notified in the RFP

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
			based on the deliverables defined. In order to calculate the performance of the agency, the performance against each of the KPI targets will be used.			
19	a	43	Penalty in case of low achievement: Penalty will be deducted from the quarterly payment in case low achievement in any one of the above KPIs (Maximum of 25 % deduction). If achievement in a quarter is <50 % - penalty will be 25%, achievement 50 to <60%, penalty is 20%, achievement 60 to <70%, penalty is 15%, achievement 70 to <80%, penalty is 10%, achievement 80 to <90%, penalty is 5% and achievement is 90% or more, No penalty. Highest rate of penalty in six quarters will lead to termination of the contract & forfeiture of performance guarantee.	Penalty	We request that the penalty clauses be waived as achievement of KPIs is linked to external factors beyond the direct control of consultants	The raised concerns have been considered and performance penalty reduced to maximum of 10% in the RfP published on 05.04.2022.
20	3.9.2	50	The District Coordinators will make extensive tour for providing hand holding support to the entrepreneur. The State Level Team will make tour at least 4 days in a month	Travel	We understand that these travel costs will be borne by the client.	Refer to the third bullet point under clause 3.9.2 (page no. 44) of the RfP published on 05.04.2022.
21	TE CH 3B	56	Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained NB: No Scanned Signature will be entertained	Scanned copy	We request that scanned copies and scanned signature be allowed.	Scanned copies with signature are allowed. CA has to mention the membership No. and Directors have to mention the Director Identification Numbers (DIN).

SI No	Bidding Document Reference (Clause/Page)			Content requiring clarification	Points of clarification required and our recommendation	Clarification
	Cl. No	Pg. No	Existing Clause in the RFP Document			
22	NA	NA	Limitation of Liability	We propose the mentioned to be added.	Notwithstanding anything contained in the contract, the Vendor/ Bidder/ Consultant shall not be liable, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.	As notified in the RfP

Clarifications on the queries of SoA University

SI. No	Section	Reference/ Subject	Clarification Sought	Clarification
1.	2.1: Eligibility Criteria (i)	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 5 years as on 31st December, 2021	In eligibility criteria you have mentioned bidders must be a company or LLP. As you know Sir, all the educational institutions in Odisha are registered under either Indian Trust Act or Indian Society Act so are we. Requesting you to if you can kindly add this two to your eligibility criteria.	As notified in the RfP
2.	2.1: Eligibility Criteria (v)	The Bidder should have experience of working on minimum five (5) PMU assignments in last 5 years of a minimum duration of 1 year with Central/ State Government agencies in India. Besides, if the ongoing assignments are more than one year old as on the RFP issuance date, the same will be considered.	Being a popular University established in Odisha, we know better about the real problem of Agricultural producers and Agri Entrepreneurs. But you have mentioned that organizations must have setup 5 PMUs earlier. Requesting you if you can consider our case.	As notified in the RfP
3.	2.1: Eligibility Criteria (Note)	Any kind of consortium/ Joint Venture with other firms is not allowed. Bidder Experience and strength including financials will be considered from Indian operations only.	You have strictly mentioned that you are not allowing Consortium. As you know Sir, we are having staffs in to our payroll as required by you and a MSME Approved Incubation Centre working towards strengthening Entrepreneurship ecosystem of the State. Our submission is that if two or three experts clubbed together, your noble aim for our Farmer Producers and entrepreneurs shall be a great success. Requesting you to consider this.	As notified in the RfP

Extension of Closing dates as per discussion held on Pre-Proposal meeting

Sl. No.	Subject	Dateline as per RFP published on 05.04.2022	Revised Dateline
1	Proposal Submission Deadline	30.04.2022 up to 5.00 PM	09.05.2022 up to 5:00 PM
2	Date of opening of Technical Proposal	02.05.2022 at 3.30 PM	12.05.2022 at 11.00 AM
3	Date of Technical Presentation	10.05.2022 at 11:30 AM	19.05.2022 at 11:30 AM
4	Date of opening of Financial Proposal	17.05.2022 at 11.00 AM	26.05.2022 at 11.00 AM
5	Expected Date of Commencement of Assignment	15 th June, 2022	15 th June, 2022