

Responses on the Queries for the RFP on Selection of Agency for Inclusive Growth Diagnostic, Medium-Term Growth Strategy and preparation of State Economic Survey including Idea and Action

Sl. No.	Existing RFP reference	Pre-proposal Queries	Response
1	(Page No.5, Sl. No.7, Bidder Data Sheet) Issue of pre-bidding clarifications/responses, Last Date of Submission	Request for early issuance of pre-bid clarifications: As the deadline for submission of the proposal is 25th August 2022, we would request if the pre-bid clarifications could be issued by 14th August 2022. Clarification on some of the queries would help us to prepare a better response within the stipulated timelines.	Corrigendum will be issued.
		We hereby request Planning & convergence department, Government of Odisha to provide at least a two-week extension to the last date of Bid submission in order for us to submit a holistic proposal.	
		extend the bid submission date by two weeks from 25th Aug 2022 to 8th Sept 2022.	
2	(Page No.10, Pre-Qualification Criteria, criteria no.3) The Bidder should have experience of working on a minimum of three (3) assignments related to Growth Diagnostic Study/ Medium Term Growth Strategy, Economic Survey Report including Idea and Action Workshop(s)/ similar nature of Policy Documents of a minimum duration of 6 months to 12 months with Central/ State Government agencies (Regulatory, Statutory bodies/ boards, urban local bodies, tribunals, commissions, state owned companies and similar bodies) in India. Also, the Bidder's experience of working should be undertaken for Government of India/ State Government directly or through a Multilateral or Bilateral funding agencies during last 7 years	Minimum duration of experience: We would like to submit that in many instances such studies are undertaken as standalone work which are delivered within a short timeline roping in many resources to meet the client's timeline. Hence, while we understand that such past experiences are critical, we would request that the duration specification to be reduced to minimum duration of 2 months	Accepted. (Corrigendum will be issued)
3	(Page No.11, Pre-Qualification Criteria, criteria no. 4) The Bidder/ Institution should have experience of completing consulting three (3) assignments of	We presume that the project experience funded by multilateral or bilateral agencies like ADB, World Bank, DFID/FCDO, UN agencies etc pertaining to Policy Analysis/ Research Studies, Monitoring and Evaluation, Data Analysis	Yes. Refer to page No.11, Pre-Qualification and Corrigendum.

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	<p>minimum duration of 6 months to 24 months with Government of India/ different Central/ State Government Departments/ Autonomous Agencies pertaining to Policy Analysis/ Research Studies, Monitoring and Evaluation Data Analysis during last 7 years.</p>	<p>would be counted as relevant experience. Kindly confirm if our understanding is correct.</p>	
4	<p>(Page No.11, Pre-Qualification Criteria, criteria no. 5) The institution/ organization should have at least five professionals i.e. faculty/ Researchers/ Technical experts/ Post- doctoral fellows with a Master’s or Ph.D. in Economics, Statistics, Econometrics, Applied Statistics, Mathematics, Development Studies, Public Policy, or related subject area expertise in Social & Environmental Science for policy research & evaluation studies, Data handling, analytics and visualization.</p>	<p>Clarification on supporting for academic degree: Please confirm that the requirement of “certificate of professionalism” are academic certificates of the professionals.</p>	Copies of academics Certificates.
5	<p>(Page 15, Evaluation of Proposal, Section 9.3 Team Required for PART I: Inclusive Growth Diagnostic and Medium-Term Growth Strategy.) A dedicated team with adequate expertise should be mobilized to undertake the activities on Growth diagnostics and growth Strategy to maintain the synergy in the team. Besides that, a five-member core team, with experience in Macro Economics, Statistics, Public Policy, Public Finance, Financial Institutions could be deployed to undertake the growth diagnostics. Sectoral experts could be mobilized to undertake the sector growth strategy.</p>	<p>Team Composition for Better Impact (Part-I) We understand from the Terms of Reference that a five-member core team with experience in Macroeconomics, statistics, public policy, public finance is required for Part 1. However, as per the table given in section 9.3, sub-section A, there are 8 positions mentioned, out of which 7 positions are made full time. We have queries and observations related to the Teaming capturing a. Size of the team; b. Time duration; c. Structure of the Sector experts. Our Observations: The scope of work asks for developing the inclusive growth diagnostic framework within one month and to undertake the diagnostics in the next two months (as per section 3.1 of Terms of Reference Point ‘I’ page 28). The next six months would be devoted to developing the medium-term growth strategy (as per page 29). The first 3 months is the intensive period during which the framework development and growth diagnostic would be</p>	As per RFP.

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		<p>undertaken.</p> <p>As per our understanding and based on the flow of the ToR, the work would be undertaken as follows:</p> <p>A. Initial phase of the study would focus on developing a growth diagnostic framework. Development of the framework would involve extensive review of nationally and internationally developed frameworks and the realignment of the same to the sub-national level.</p> <p>B. Post the framework development, the core team along with the support experts would need to undertake a large number of stakeholder consultations such as:</p> <ul style="list-style-type: none"> ✓ Administrative Departments at different levels ✓ Entrepreneurs (New age and Traditional), Key Private Sector Entities ✓ Domain Experts from key economic sectors ✓ CSOs/NGOs/ Think Tanks ✓ Academicians from Odisha Based leading Institutions ✓ Industry Associations ✓ National level bodies (as appropriate) <p>The discussions would be structured and unstructured using the framework as the base. There would be multiple rounds of meetings with these stakeholders. While the consultants may delineate the number of stakeholders who would be met but the number would be sizeable and may also evolve.</p> <p>C. While discussions with stakeholders are going on, in parallel, two other activities would begin:</p> <ol style="list-style-type: none"> 1. Baselineing and gap analysis 2. A vision setting with multiple scenario building <p>It would involve churning out huge amount of data, reports, benchmarking study review etc.</p> <p>Request#1: Realignment of the Team for the better delivery:</p> <p>In this light, we recommend that there should be five support consultants with 9 months of full-time support to sector</p>	

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		<p>experts as well as Team Leader, and Economist. The support consultants may have a minimum one-year experience and a background in economics, statistics, public policy, or MBA.</p> <p>In our opinion, there should be flexibility on which sector experts to be on-boarded and for what duration. This is essential because of focus sectors would be known only at a later stage once the diagnostic is completed.</p> <p>In the initial stages of the assignment, the sectors to be focused upon by Odisha will not be clear and we may require more sector experts (varieties) with intermittent inputs than that has been prescribed. It may also be noted that the sector expert inputs would come in once there is a general consensus on the focus sectors.</p> <p>Hence, in our opinion, mobilizing the sector experts from the beginning may not be desirable. Besides that, the ToR mentions 5 sector experts with nine month each. This level of input may not be required from the sector experts and the sector expert inputs would not be required full time.</p> <p>Request#2: To make the sector pool a flexi pool to attend the emerging needs post the diagnostics</p> <p>In our opinion, a resource pool with a total of 15 person months of effort should suffice for sector experts. The optimization of the inputs of sector experts can be utilized for providing for the 5 support team members. The consultants can propose a rate for such resources based on experience while not providing any CVs now until the sectors are known or we can provide indicative CVs for some of the sectors.</p> <p>We would therefore request for consideration a team structure on the following lines:</p> <p>Proposed Positions for Growth Diagnostic (Part-I):</p> <p>Positions</p> <p>Team Leader (Part-Time)</p> <p>Economist</p>	

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		<p>Project Manager</p> <p>Support Consultants (5 Nos)</p> <p>Sector Experts (Part-Time)</p> <p>This will also bring value for money for the assignment.</p>	
6	<p>Page 16, Evaluation of proposal, Section 9.3 Team Requirement Part II,</p> <p>Team Requirement for PART II: Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy</p>	<p>Team Leader Time Input:</p> <p>We assume that the Team Leader would spend 4 months in each year during the project period.</p> <p>Kindly confirm if our understanding is correct</p>	Yes
7	<p>Page 16, Evaluation of proposal, Section 9.3 Team Requirement Part II,</p> <p>Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy</p>	<p>Proposing Leadership Continuity:</p> <p>We would suggest since the team leader time is not full time, a deputy team leader could be proposed in this assignment.</p> <p>The Deputy Team Leader should spend at least the residual period when the Team Leader is not on the ground.</p> <p>A person with at least 10 years of relevant experience could be proposed as the Deputy Team Leader. In that case, there would be continuity of the involvement of the senior members and would help in creating the impact the ToR envisages to achieve. The Deputy Team Leader's time input of 6 months in a year should be adequate.</p>	As per RFP.
8	<p>Page 16, Evaluation of proposal, Section 9.3 Team Requirement Part II,</p> <p>Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy</p>	<p>Developing, Management, Dissemination activities:</p> <p>We believe that in such kind of engagements, it is very important that knowledge/insights created during the project is shared with all the policy makers and wherever appropriate disseminated to wider stakeholders such as private sector, citizen for maximum impact.</p> <p>We would suggest if a Knowledge-cum-Dissemination resource could be proposed as part of the Team. The person should be the owner of the knowledge products and shall be responsible to develop and maintain a knowledge repository for evidence led policy making. As the ToR envisages to create impact and make multiple presentations before each department/line ministries and other stakeholders, developing those flyers/elevator pitch/impact document can be the</p>	As per RFP.

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		<p>responsibility of this position while the person would take inputs from all other team members in the team. The person can assist in the dissemination of the knowledge product both internally as well externally. Knowledge sharing and capacity building, Policy briefs and presentation related activities could also be the responsibility of the Knowledge-cum-Dissemination expert. Hence, a person with experience in knowledge and dissemination with an academic background of social science, public policy, MBA etc could be proposed. He/she should be part of the core member in the team</p>	
9	<p>Page 16, Evaluation of proposal, Section 9.3 Team Requirement Part II, Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy</p>	<p>Geospatial Planning, Modelling, Data Analysis and Visualization:</p> <p>As stated in the ToR “The objective of this team will be to support the Government of Odisha <u>in its endeavor to accelerate growth and development</u> in the State through bringing <u>innovative and actionable ideas, evidence-based solutions</u> from across the country and globe, implementation roadmap, cutting age research methodology, tools and technology.”</p> <p>The ToR asks for 6 months of time input by the GIS expert. We presume that it is 6 months per year. However, we would request to make this position full time. Here are the following reasons:</p> <ol style="list-style-type: none"> 1. GIS is not only for visual mapping. There is a requirement to update the growth strategy twice a year. Besides that, during the year, for survey work and subsequent analysis, the GIS expert would provide the data and analysis from a regional/spatial perspective. GIS data covers a wide spectrum of data including Land Use and Land Cover, Nightlight, Spatial maps, Distance matrix etc. GIS person would not only provide the data and inputs, would also be able to conduct the geospatial analysis and modelling supporting the growth exercise throughout the year. 2. There is also a practical reason for making only the Team Leader and Deputy Team Leader as part-time and rest of the members full time. In a PMU or permanent secretariat kind of set-up, continuity is the essence. Every time we cannot change 	As per RFP.

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		<p>expert/resources. If the GIS expert is only involved for 6 months in a year in this project and that is too intermittently over the year, it would be very difficult to deploy those resources elsewhere.</p> <p>In order to make geospatial planning and development strategy for the state, a full-time GIS Expert would be essential.</p>	
10	Page 15-19, Evaluation of Proposal, Section 9.3 Team Requirement Part I and Part II and 9.4	Project experience with multilateral or Bi-lateral funding agencies: For all the positions and project credentials in Part-I and Part-II, we presume that the experience of consultants/consulting firms/Bidder working for Central/ State Government or other agencies like academic/ research Organization/ Private Sector as well as for specialized multilateral or Bi-lateral funding agencies (ADB, World Bank, IFC, FCDO/DFID, UN Agencies etc.) would be counted as relevant experience and credentials. Kindly confirm	As per RFP. Ref. to Page No.11, Pre-Qualification Criteria, Point No.3
11	<p>Page 17, Evaluation of Proposal, Section 9.4 Sl.No.1(ii):</p> <p>Parameter: Previous Experience of the Applicant in preparation of Economic Survey chapters/ topics including Idea and Action Workshop(s) for Government of India or other States. (Based on the number of states and Government of India chapters.</p> <p>Criteria: Whether the applicant has been engaged in/ hired for the task of chapter writing/ analysis work of the Economic Survey of Government of India or any other state. Based on the number of states:</p> <p>a) Gol or more than 4 States = 15</p> <p>b) Less than equal to 4 States = 10 marks (Marks assigned proportionately i.e. within ≤ 4 states, each State having 2.5 mark)</p>	<p>From ‘Number of States’ to ‘Number of States’ or ‘Number of Studies’ -</p> <p>Request #1: We would request to modify it from ‘number of states’ to ‘Number or States’ or ‘Number of Studies’.</p> <p>This is requested because if a particular consultant has supported a particular state multiple times on Economic Survey, each year experience should be construed an independent project experience. Hence, the scoring criteria may be modified from ‘Number of States’ to ‘Number of States’ or ‘Number of Studies’ as that is most relevant in this case.</p> <p>Multiple studies under one large programme:</p> <p>Request #2: If a consultant has provided similar services under a long-term project, funded by a multilateral or bi-lateral funding agency, then each studies under this large programme would be counted as independent project experience.</p> <p>Also, we would request if acknowledgement page of study/survey publications where our resource personnel names are acknowledged, or Govt. communication/ Minutes of the meeting/appreciation letter are also accepted as proof of having undertaken such studies. Kindly confirm.</p> <p>[Kindly refer to annex-1 point 4]</p>	<p>For Request #1: Refer Page-17, Para-9.4, Sl. No. 2, as per RFP.</p> <p>For request #2: Yes. Also, Ref. to Page No.11, Pre-Qualification Criteria, Sl. No.3 of RFP</p>
		Given the overall nature of project is to generate action oriented and outcome focused strategy and see it throughout	Refer to pg.17, Pt. 9.4 (Sl. No.2) of RFP

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		<p>the implementation, we request planning and convergence department to review and reword the mentioned clause and remove the requirement of previous experience of the applicant in preparation of economic survey and hereby incorporate previous experience of the applicant in report writing in the economic sector, economic activities, economic evaluation studies including idea and action workshops for Government of India and other states. We would like to mention as the deployment of key personnel in economic survey will be for 5 years, it is also important to score firms with longer duration of projects in economic sector, expertise in preparing economic sector activities, DPRs and PMU monitoring with governments during technical evaluation.</p>	
12	<p>Pg. No. 18, Clause no. 9.4. Sl.No.3.II - Relevant Experience of the key personnel in economic survey report including idea and action workshop/ similar policy document</p>	<p>Relevant Experience of the key personnel - We believe that the clause should be rephrased to relevant experience of the key personnel in Economic sector and activities, Policy report writing and economic evaluation. As the deployment of key personnel will be for 5 years, it is also important to score team members having experience of longer duration projects in economic sector, expertise in preparing economic sector activities, writing DPRs and being part of PMU teams with governments during technical evaluation.</p>	<p>Refer to Pg.18, Pt. No.9.4, Sl.No.3(II) of RFP, where it is mentioned, ".../ Similar nature of policy Documents"</p>
13	<p>Page 18, Evaluation of Proposal, Section 9.4, Sl.No.4:</p> <p>Parameter: Faculty/ Researchers/ Post-doctoral fellows with a Master's or Ph.D in Economics, Statistics, Econometrics, Applied Statistics, mathematics, Public Policy, International Development or related subject area expertise in social sciences, natural/ life science, physical sciences, and other applied sciences</p> <p>Criteria:</p> <ul style="list-style-type: none"> • Full time professionals with a PhD - 2.5 marks each and / or • Full time professionals with a Master's - 1.5 marks each. • Additional 1 mark for each part-time Professional 	<p>Clarification on Scoring Criteria:</p> <p>Clarification #1:</p> <p>Under this clause, the full mark is specified a 10. There is 2.5 marks for each professional. Does it mean that in case a consultant shows profile of Four Ph.D form their organisation as 'Professional Strength' (with their Ph.D certificate) would it get 10 marks in full?</p> <p>Kindly confirm.</p> <p>Clarification #2:</p> <p>Since there is only 10 marks as the full mark, how the additional marks would be counted? Would request for a clarification on this.</p>	<p>For Clarification #1:</p> <p>Yes. For 4 nos. of full time Ph.D Professionals, full marks will be 10.</p> <p>For Clarification #2:</p> <p>If an Agency/ firm has less than 4 nos. of Full time Ph.D Professionals, but has other professionals as per criteria in RFP, at that time additional marks will be counted.</p>

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	<p>(Master's or Ph.D.) associated researcher/ faculty member from other universities/ colleges.</p> <p>Necessary documents in support of claim from university/ college are required.</p>																	
	Pg. No. 18, Clause no. 9.4. Sl.No.4 (Criteria) - Full time professionals with a PhD	Professional Staff strength and qualifications - We would like to mention that we have associations with external sector experts who are appointed with us separately, therefore we suggest acceptance of not only full-time professionals but also associations of the firm with such senior part-time experts. We also propose to alter the marking criteria and scoring of part time professionals with PhD should be similar to full-time professionals with PhD.	As per RFP.															
14	<p>Page 17, Evaluation of proposal, Section 9.4: Detailed Evaluation Process 3 (I): Parameter: Relevant Experience of the Key Personnel in Growth Diagnostic Study/ Medium Term Growth Strategy/ similar analysis reports</p> <p>Criteria: 0.5 Marks per Key Personnel per Eligible Assignments the Respective Key Personnel has worked on. (e.g. If Team Leader, Project Manager, Economist, Subject/ Sector Expert proposed to be involved for the relevant task have worked in 03 similar assignments then 1.5 marks against each key personnel will be awarded).</p> <table border="1" data-bbox="293 1145 790 1406"> <thead> <tr> <th>Sl. No.</th> <th>Parameter</th> <th>Max Mark</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>1</td> </tr> <tr> <td>2</td> <td>Project Manager</td> <td>0.5</td> </tr> <tr> <td>3</td> <td>Economist</td> <td>0.5</td> </tr> <tr> <td>4</td> <td>Sector Experts</td> <td>3</td> </tr> </tbody> </table>	Sl. No.	Parameter	Max Mark	1	Team Leader	1	2	Project Manager	0.5	3	Economist	0.5	4	Sector Experts	3	<p>Clarification on Scoring Criteria: Under this clause, there are total 5 marks. For Team Leader, it is 1 mark, Project manager 0.5 marks, Economist 0.5 marks and sector experts 3 marks.</p> <p>Further it is mentioned that - If an expert has worked in 3 assignments, then he/she would get 1.5 marks.</p> <p>We would like to make the following submission:</p> <ol style="list-style-type: none"> 1. Team Leader - 3 similar assignments - 1 full mark 2. Deputy Team Leader - 3 similar assignments - 1 full mark (if it is considered) 3. Project Manager and Economists - 3 similar assignments each - 1 mark each 4. Request to remove the scoring from sector experts as the sector is not yet known and that would evolve during the Study. There can be 3 sector expert or 5 sector expert or 7 sector experts, depending upon the number of sectors that would emerge from the diagnostics. 	<p>Clarification: 1 assignment score 0.5 marks. Refer to Corrigendum to RFP.</p>
Sl. No.	Parameter	Max Mark																
1	Team Leader	1																
2	Project Manager	0.5																
3	Economist	0.5																
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Sl. No.	Existing RFP reference	Pre-proposal Queries	Response																		
15	<p>Page 18, Evaluation of proposal, Section 9.4: Detailed Evaluation Process 3 (II),</p> <p>Parameter: Relevant Experience of the Key Personnel in Economic Survey Report including Idea and Action Workshop(s)/ similar nature of Policy Documents</p> <p>Criteria: 1.5 Marks per Key Personnel per Eligible Assignments the Respective Key Personnel has worked on. (e.g. If Team Leader, Subject/ Sector Expert, and Data Analyst proposed to be involved for the relevant task have worked in 04 similar assignments then 06 marks against each key personnel will be awarded).</p> <table border="1" data-bbox="293 576 790 916"> <thead> <tr> <th>Sl. No.</th> <th>Parameter</th> <th>Max Mark</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>4</td> </tr> <tr> <td>2</td> <td>Economist</td> <td>4</td> </tr> <tr> <td>3</td> <td>Socio-Economic Expert</td> <td>4</td> </tr> <tr> <td>4</td> <td>Data Analyst</td> <td>1.5</td> </tr> <tr> <td>5</td> <td>GIS Expert</td> <td>1.5</td> </tr> </tbody> </table>	Sl. No.	Parameter	Max Mark	1	Team Leader	4	2	Economist	4	3	Socio-Economic Expert	4	4	Data Analyst	1.5	5	GIS Expert	1.5	<p>Clarification on Scoring Criteria:</p> <p>Under this clause, there are total of 15 marks. For Team Leader, there are 4 marks. For 2 Economists, 2 socio-economic experts - 4 marks, Data Analyst and GIS experts are assigned 1.5 marks.</p> <p>Further it is mentioned that - "... have worked in 04 similar assignments then 06 marks against each key personnel."</p> <p>Clarification #1: We would like to understand whether each of the Economist and Socio-Economic experts carry 2 marks each and if they would have worked in four relevant assignments would get the full mark.</p> <p>Similarly, if the Data Analyst and GIS experts, would have worked in similar three assignments would get 1.5 marks each.</p> <p>Per assignment score could be 0.5 marks</p>	<p>Clarification: Consider as above.</p>
Sl. No.	Parameter	Max Mark																			
1	Team Leader	4																			
2	Economist	4																			
3	Socio-Economic Expert	4																			
4	Data Analyst	1.5																			
5	GIS Expert	1.5																			
16	<p>Pg. No. 18, Clause no. 9.4. Sl.No.6 (i) (Criteria) - Firmaverage turnover from Consultancy Projects Grants in last three years</p>	<p>For LLP/LLC (Consultancy) - It is hereby stated that the turnover range mentioned in the clause is very wide. We propose that the range should be rephrased and markings should be as per the following: -</p> <p>INR 50 crore to INR 200 crores - 5 marks INR 200 crores and above - 10 marks</p>	<p>As per RFP.</p>																		
17	<p>Page 20, Point 10: evaluation Process:</p> <p>Under QCBS selection, the technical proposals will be allotted weightage of 80% (Eighty percent) while the financial proposals will be allotted weightages of 20% (Twenty per cent) or any other respective weightages as declared in the RFP (Example, 60:40, 50:50, but not greater than 80%).</p>	<p>Technical and Financial Proposal weightages:</p> <p>Kindly confirm if the weightage of technical proposal is 80 and financial is 20 as mentioned in page 20 that "Under QCBS selection, the technical proposals will be allotted weightage of 80% (Eighty percent) while the financial proposals will be allotted weightages of 20% (Twenty per cent)."</p>	<p>Yes. It is.</p>																		

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18	Page 23, point: 25. Replacement of Personnel: The key professionals to be deployed under this contract are expected to be dedicated for the entire contract period.	Since there are requirement of part time resources also, we would presume that only the full-time resources would be the dedicated resources for the entire contract period. Please confirm if our understanding is correct.	Both full time and part time resources will be treated as dedicated resources as per their contract period.
19	Page 24, point: 25. Replacement of Personnel II: Once the proposal for replacement is accepted, the consultant must replace the professional within 7 days of the communication of such approval. The Client reserves the right to invoke the right to claim liquidated damages in case of failure of the Consultant to provide replacement personnel to the satisfaction of the Client after 2 such attempts.	Clarification on replacement of personnel: Request #1: We assume that replacement of personnel would be guided by the matching requirements as mentioned in the RFP. Request #2: Also, since the client would evaluate multiple CVs, under such scenario, we would request to allow submission of CVs from external sources. Once the client finalizes a particular profile, such external person could be on-boarded on contract basis for the residual duration of the assignment	For Request #1: Yes, it is. For Request #2: allowed as per RFP
20	Page 34, Point 5. Deliverables and payment schedule: 5.2 Deliverables under PART II: Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy	Request for modification on deliverables schedule: As award letter would be issued by 15 September 2022, we request you to please reduce number of QPRs in 2022-23 to 'two' from current 'three' and increase in 2027-28 to 'two' from current 'one' only.	Reduced the no. of QPRs in 2022-23 to two but no addition in 2027-28. (Corrigendum will be issued separately)
21	Page 55, FIN-3: Total Fee in two months (last column of the table)	We request you to change the title of last column to Total fees only instead of two months that is mentioned currently.	Total fees payable in Quarterly basis (Corrigendum will be issued separately)
22	Page 57, Annexure 1: Copies of IT Returns for the last 3 FYs (17-18,18-19 & 19-20)	In the page number 12 of the RFP, in the document submission section, IT return for 2018-19, 2019-20, 2020-21 is mentioned. Just for the sake of consistency, we would request if the years could be made as 2018-19, 2019-20, 2020-21 in this clause as well.	Changed to 2018-19, 2019-20, 2020-21 (Corrigendum will be issued)
23	Page 19, 9.4 Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals: "In case the Client needs any additional resources with specific expertise for certain duration of the assignment towards successful achievement of the desired outcomes, The pool of technical advisors would	Short-term experts on need basis: It is mentioned that in the future, there may be additional need of short-term expertise for specific needs. We would request under such situation; the firm may be allowed to on-board external individual subject matter experts on contract basis.	As per RFP.

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	be used on a draw-down basis as per the emerging requirements on mutual agreement. These draw-down resources shall be budgeted separately.”		
24	5.2 Deliverables under PART II: Preparation of State Economic Survey and Idea and Action Workshop(s), Rapid Review of Growth Strategy	<p>Payment Milestone to be aligned to the deliverables and period:</p> <p>If we assume 15-day mobilization time from the date of award of the contract, then the consultants would be on-boarded by 1st of October. Therefore, until the closure of the economic survey (i.e. February 2023), only 5 months would be available.</p> <p>In 5.2 (page number 34), under the deliverable section, three quarters is assumed for Economic Survey. However, there would not be more than two quarters in 2022-23 for economic survey. Therefore, we would request that, the payment percentage should be distributed equally for two quarters (7.125% per quarter for FY23).</p>	Abstract of modification of Deliverables under part-II will be issued as Corrigendum.
25	Page 49, Tech -10, proposed workplan to carry out the assignment separately for part-1 and part-2 of the assignment as described in the ToR	<p>Request to allow submission of quarterly workplan:</p> <p>We understand that duration of Part I is of nine months and Part II is of five years. In such medium to long term projects, weekly work plan may be difficult to envisage and put. It may not be visually clear given the page limit. We request if we are allowed to submit quarterly work plan in the proposal. During inception stage, a detailed monthly workplan can be developed.</p>	Quarterly Work Plan to be submitted giving monthly activities. (Corrigendum for Tech 10)
26	Liability is unlimited or not documented	<p>Client is requested 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.</p> <p>We request you to consider including the following language:</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. 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>	It is considered to limit consultant’s liability to 1X of the total contract value. Corrigendum will be issued.

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27	<p>Confidentiality Obligations:</p> <p>Exceptions to confidential information are not documented</p>	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct.</p> <p>We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p>	As per RFP.
28	<p>Confidentiality Obligations:</p> <p>Parties to whom information can be disclosed is not documented</p>	<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.</p> <p>We, therefore, request you to kindly include the following clause: 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 per RFP.
29	<p>Confidentiality Obligations:</p> <p>No right to retain a copy</p>	<p>We request to allow us to retain our working papers and a copy of confidential information for our records and for any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	As per RFP.
30	<p>Confidentiality Obligations:</p> <p>No right to disclose client name or project for citation</p>	<p>Please appreciate that this is a prestigious project for us, and we would like to showcase this project in our future proposals. We request to allow us to refer to you and the services we have</p>	As per RFP.

Sl. No.	Existing RFP reference	Pre-proposal Queries	Response
	/ reference purposes	performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	
31	Termination: We do not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request you to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	May be taken care of at the agreement stage.
32	Pt. 14 at Pg. 17 and Form Tech 6: Several onerous conflict of interest related obligations on us: Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; - How will this be checked practices prohibited under the anticorruption policy of the Government of India and Government of Odisha - No such Policy has been shared with us We have to provide a no conflict-of interest declaration as well.	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.	As per RFP.
33	Pt. 20 at Pg. 18 and Pt. 25, pg. 20 Penalties/LDs: Penalties/LDs capped at higher percentage	We request you to cap the liquidated damages/penalties cumulatively to 5% of the total contract value	As per RFP (Point-20 page-23)
34	Pt. 24 at Pg. 19 IPR: No protection to our pre-existing IPRs	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 pre-existing 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 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. 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	As per RFP.

Sl. No.	Existing RFP reference	Pre-proposal Queries	Response
		<p>deliverables, are incorporated in the deliverables, etc. To the extent such preexisting 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>	
35	<p>Pt. 27 at Pg. 20 Arbitration: Non-independent arbitrator</p>	<p>In order to uphold the principles of natural justice (Nemo judex in causa sua- 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.</p>	<p>As per RFP. (Refer Point:27 page:24)</p>
36	<p>No third-party disclaimer: There is no restriction on the usage of deliverable.</p>	<p>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 that our understanding is correct.</p>	<p>As per RFP. (Page.4, Disclaimer)</p>
37	<p>Acceptance: No acceptance criteria</p>	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil 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.</p> <p>We request you to include the clause as mentioned below: 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 period</p>	<p>As per RFP (Point.13 page-21)</p>

Sl. No.	Existing RFP reference	Pre-proposal Queries	Response
		or if Client uses the draft deliverable, it will be deemed to be accepted.	
38	<p>Pt. 25 at Pg. 20 Replacement of Personnel:</p> <p>Change in key professionals without due approval by the Authority will lead to implication of liquidated damage of 10% of the contract value.</p>	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.</p>	<p>As per RFP (Point 25 (II), page.24)</p>
39	<p>Pt. 2, pg. 12 and Pt. 15 B at Pg. 17 Declaration with respect to Debarment:</p> <p>Submitting the proposal with this declaration may lead to rejection or proposal and liquidation of EMD, amongst other risks</p>	<p>The Client is requested to allow us to submit the blacklisting declaration based on the present status of our backlisting / debarment as on date of submission of the bid. We request the client to also modify the eligibility criteria along the aforesaid lines.</p> <p>Alternatively, we request to allow us to provide certain caveats and disclosures regarding this declaration.</p>	<p>As per RFP (point-2 page-12 and point-15 page-22)</p>
40	<p>Page 34, Payment schedule:</p> <p>Deliverables and Payment Schedule</p>	<p>Since the Part-II of the assignment is for longer duration, there is a risk that an activity/event/deliverable may get delayed due to various reasons, and in a Govt context, this may result in our payments being withheld. We wish to clarify that the quarterly payments for Part-II will not be withheld for any delays in the activities that are not directly attributable to us. Kindly confirm.</p>	<p>As per RFP. After due approval of competent authority quarterly payments will be done.</p>
41	<p>Deployment of Resources:</p> <p>Covid 19 Crisis</p>	<p>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. Kindly confirm that our understanding is correct.</p>	<p>As per Govt. guidelines from time to time.</p>