

Queries & Clarification
Prebid Meeting held on 07.01.2025
Hiring of Technical Support Agency (TSA) to setup PMU for strengthening of Enterprises under Non-Farm
Ref. No. BRLPS/Proj-NF/2374/24 dated 30/12/2024

S. No	RFP Ref No	Query raised	Suggestion by Service Provider	Clarification
1	Page no. 23, Team requirement, Sr. No. 8, Qualification & Experience (Monitoring & Evaluation Expert)	PG degree/diploma in Economics/ Statistics/ or Management with specialization in Rural Development or related field. A minimum of 5 years of post-qualification experience in monitoring and evaluation (M&E) of development projects. Should have developed Monitoring frameworks for development project and designed M&E studies.	We understand that the mentioned educational requirements pertaining to Monitoring & Evaluation Expert may inadvertently restrict the pool of qualified candidates. Thus, in order to broaden the range of skilled professionals to be eligible for the position while still ensuring the requisite expertise in relevant field we request following modification to eligibility criteria. "PG degree/diploma in Economics/ Statistics/Master of social work (MSW) or Management with specialization in Rural Development or related field".	It is clarified that the qualification and experience of Monitoring and Evaluation Expert has been revised as follows: "PG degree/diploma in Economics/ Statistics/Master of social work (MSW) or Management with specialization in Rural Development or related field" <ul style="list-style-type: none"> • A minimum of 5 years of post-qualification experience in monitoring and evaluation (M&E) of development project. • Should have developed Monitoring frameworks for development project and designed M&E studies.
	Page no. 40, 7.1.1. Pre-qualification (PQ) criteria, Point no. 5 - Blacklisting	The bidder will have to certify that the agency has not been blacklisted/debarred or suspended or facing any major litigation with government clients in the last 5 years.	It is important to highlight that backlisting/debarred issues should be evaluated basis the bid submission date, which is currently missing in the clause. Hence, it is requested to revise the clause as follows: "We certify as on the date of bid submission, that Agency/Bidder is not blacklisted/debarred or	It is clarified that " <i>the bidder will have to submit and Affidavit - that the agency has not been blacklisted/debarred or suspended or facing any major litigation with state/central government in the last 3 years as on the date of RFP</i> ".

2			suspended or To, S.No. RFP Document Reference(s) (Section & Page Number(s)) Content of RFP requiring clarification(s) Points of clarification facing any major litigation with Government clients”.	
3	Page no. 23, Team requirement, Sr. No. 2, Chartered Accountant (CA), Responsibilities	<p>Will be responsible for:</p> <ul style="list-style-type: none"> • Internal audit of the financial statement. • Filing ITR • Preparing balance sheet and profit and loss account • Ensuring financial compliance with laws and regulatory standards. • Providing financial advisory services • Evaluating accounting system and suggesting improvements. • Conducting forensic accounting investigations • Analyzing financial report to recommend strategy to enhance profitability and growth. • Preparing business performance reports for management • Reviewing budgets, payroll, investments and other finances. 	<p>We understand that the responsibility of the resource (CA) will be providing support in preparing financial statements & documentation only and will facilitate these financial advisory services/forensic accounting and compliance, etc. through a third-party service provider and support & coordinate with them to ensure seamless delivery. Kindly clarify.</p>	<p>It is clarified that the Chartered Accountant (CA) will be providing support in preparing financial statements & documentation only and will facilitate these financial advisory services/forensic accounting and compliance, etc. through a third-party service provider and support & coordinate with them to ensure seamless delivery</p>

4	Page no. 23, Team requirement, Sr. No. 3, ICWA/CS, Responsibilities	<p>Will be responsible for:</p> <ul style="list-style-type: none"> • Assist in completion of cost audit. Effective partnering with business and other stakeholder for cost optimisation. • Prepare monthly and quarterly accounting reports for submission to management. • Maintain and review general ledger and reconcile balance sheet. • Cost benefit analysis. 	<p>We understand that the mentioned responsibilities pertain to a ICWA (Cost Accountant) instead of a CS (Company Secretary). Kindly clarify.</p>	<p>It is clarified that requirement of expert would be of ICWA only.</p>
5	Page no. 35, Earnest Money Deposit (EMD)	<p>Bidders shall submit an EMD of INR 4,00,000/- (INR Four Lakh) only to be paid online on https://eproc2.bihar.gov.in.</p>	<p>We request the authority to kindly reduce the EMD amount to Rs.1,00,000/- and consider the revised EMD amount.</p>	<p>No Change. Same as RFP</p>
6	Page no. 19, 2nd para of the RFP	<p>The Bihar government aims to create Lakhpati Didis from rural communities, generate employment opportunities for unemployed youth, and provide skilling initiatives in sectors like tourism, food processing, art and craft, etc. Also involves developing more opportunities in sectors such as tourism, agriculture, new age sectors (renewables, circular economy, rural services, etc.) and manufacturing, coupled with efforts to improve the ease of doing business.</p>	<p>We request the authority to kindly clarify if any specific numbers is proposed for creating Lakhpati Didis in each sector as proposed outcome of the programme/ role of the bidder.</p>	<p>It is clarified that BRLPS in coordination with the PMU agency will sincerely work towards creating the Lakhpati Didis in the sectors mentioned in the RFP.</p>
	Page no. 33, Point no. 4,	<p>For activities mentioned under “Terms of Reference”, quarterly invoice will be generated and submitted within 20</p>	<p>We request the authority to kindly modify the payment terms from quarterly to monthly/ bimonthly basis to align</p>	<p>No Change. Same as RFP.</p>

7	Payment Terms	<p>days from the last working day of the ending quarter along with a Monthly Status We request the authority to kindly modify the payment terms from quarterly to monthly/ bimonthly basis in order to align with the project delivery milestones. S.No. RFP Document Reference(s) (Section & Page Number(s)) Content of RFP requiring clarification(s) Report of activities undertaken for each month with monthly attendance of the deployed manpower, to the SPMU-BRLPS by the Technical Support Agency (TSA). If the submitted invoice value is correct, payment will be made within 21 days from the date of receipt of invoice by the BRLPS.</p>	<p>with the project delivery milestones.</p> <p>The same will also help in improving the cash flows for the winning entity.</p>	
8	7.1.1. Pre-qualification (PQ) criteria	<p>The Bidder should have an Annual Average Turnover of Rs. 100 crores in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from consulting services in India. This must be individual firm's turnover for program management of relevant projects and not that of group of companies/subsidiaries/ sister concerns/ holding company.</p>	<p>The Bidder should have an Annual Average Turnover of INR. 50 crores in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from overall Indian business. This must be individual firm's turnover for program management/HR Outsourcing/Manpower of relevant projects and not that of group of companies/ subsidiaries/ sister concerns/ holding company.</p>	<p>No Change. Same as RFP.</p>
	7.1.1. Pre-	<p>The agency should at least have 2 completed or</p>	<p>The agency should at least have 2 completed or</p>	<p>No change. Same as RFP.</p>

9	qualification (PQ) criteria	ongoing projects in livelihoods/ market development/ value chain development/ enterprise promotion/ agriculture/ rural development space with CBOs such as SHGs/ FPOs etc.	ongoing projects in livelihoods/ enterprise promotion/ agriculture/ rural development space with CBOs such as SHGs/ FPOs etc.	
10	Technical Qualification (TQ) criteria	The Annual Average Turnover in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from consulting services in India. This must be individual firm's turnover for program management of relevant projects and not that of group of companies/ subsidiaries/ sister concerns/ holding company. ≥ 100 Cr = 05 Marks ≥ 200 Cr: 10 marks	The Annual Average Turnover in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from overall Indian business. This must be individual firm's turnover for program management of relevant projects and not that of group of companies/ subsidiaries/ sister concerns/ holding company. ≥ 40 Cr = 05 Marks ≥ 50 Cr: 10 marks	No change. Same as RFP.
11	Technical Qualification (TQ) criteria	Experience of implementing projects with a value of more than 02 Cr. with SHGs, CBOs, FPOs etc on livelihoods/enterprise promotion. 2 Projects – 2 Marks 3 Projects – 4 Marks 4 Projects – 6 Marks 5 Projects – 8 Marks 6 projects or more – 10 Marks	Experience of implementing projects with a value of more than 02 Cr. with SHGs, CBOs, FPOs etc on livelihoods/enterprise promotion. 1 Projects – 4 Marks 2 Projects – 7 Marks 3 Projects – 10 Marks	No Change. Same as RFP
12	NIT, 1. Schedule of Events, Pt.3, Page no 2	Last Date of submission of bid: 27/01/2025 up to 03.00 PM	Given the magnitude and complexity of the proposal, we kindly request an extension of the submission deadline by an additional 2 weeks. This extension would allow bidders reasonable time to prepare a technically responsive	It is clarified that last date for online submission of proposal is being extended upto 04-02-2025 till 03.00 PM. Technical proposal will be opened online on 04-02-2025 at 03.30 PM

			proposal after considering the amendments and clarifications in their proposals	
13	Fact sheet, Page No. 8	Joint Venture/Consortium No consortium / JVs / Associations shall be allowed to bid for this tender	We would like to request you to kindly allow Consortium/ JV in order to be able to offer enhanced experience/expertise and greater resource pool to the project.	No Change. Same as RFP. Sub-contracting shall also be not allowed. For local level data collection, if applicable in the assignment shall be the responsibility of BRLPS.
14	1.1. Request For Proposal, Pt. 1.1.6, Page No. 9	The date for the commencement of services including deployment of manpower is within 30 calendar days of agreement signing with deployment of the entire work force. In case of delay in complete deployment above 30 days, a penalty of INR 10,000/- per resource per month will be levied.	Expert deployment and availability issues in a project may at times occur due to factors beyond the reasonable control of the consultant. Therefore, we request you to remove such stringent clause.	No Change. Same as RFP.
15	2.17. Liquidated Damages, 2.17.1., Page No. 18	Except as provided under clause "Force Majeure," if the consultant fails to deliver the services within the period as allotted to the expert/s, the Client may without prejudice to all its other remedies under the Agreement, deduct from the Agreed Price as per signed agreement, as liquidated damages, a sum equivalent to 1% per day till the period of delay from the invoice	Deficiencies and delays in a project may occur due to unforeseen circumstances and factors beyond the reasonable control of the consultant. We therefore request a reduction in the penalty from 1% to 0.001% per day	No Change. Same as RFP.
	7. Criteria for Evaluation, 7.1.1.	Manpower The firm should have more than 100 (One hundred) full time employees in performing Consulting/	We understand that full time consulting professionals associated with the firm will also be	It is clarified that firm should have more than 100 (one hundred) full time employees on their payroll

16	Pre-qualification (PQ) criteria, Pt. 4, Page No. 41	Advisory services on its payroll in India.	considered under this criterion. Kindly confirm	in performing Consulting/ Advisory Services.
17	7. Criteria for Evaluation, 7.1.2. Technical Qualification (TQ) criteria, Pt. 2, Page No. 42	<p>Prior Experience</p> <p>Experience of implementing projects with a value of more than 02 Cr. with SHGs, CBOs, FPOs etc on livelihoods/enterprise promotion.</p> <p>2 Projects – 2 Marks</p> <p>3 Projects – 4 Marks</p> <p>4 Projects – 6 Marks</p> <p>5 Projects – 8 Marks</p> <p>6 projects or more – 10 Marks</p>	We request you to also consider experience in Project Management, Project Implementation, and Monitoring and Evaluation assignment related to SHGs, CBOs, FPOs etc on livelihoods/enterprise promotion under this criterion.	No Change. Same as RFP
18	7. Criteria for Evaluation, 7.1.2. Technical Qualification (TQ) criteria, Pt. 4, Page No. 43	<p>The number of points to be assigned to each of the positions shall be determined considering the following parameters –</p> <p>(a) General Qualification – 20%</p> <p>(b) Relevant Experience – 70%</p> <p>(c) Experience in the Regional languages – 10%</p>	We understand that the regional language will include Hindi language as well. Kindly confirm.	It is clarified that regional language would include Hindi language also.
19	Annexure 6: Financial Bid Format, Page No. 53		The financial format currently only includes provisions for the remuneration component. Kindly clarify how the consultant should quote	Kindly refer para 7.2 (page-43) of the RFP.

			for reimbursable expenses.	
20	Annexure 8: Form (Power of Attorney), Page: 56	Know all men by the present that We.....(name of the enterprise and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms....	<p>As reviewed & suggested by our internal legal team, the word “irrevocably” should be removed from the sentence and further revised the verbiage as under:</p> <p>Know all men by the present that We..... (name of the enterprise and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms....</p> <p>We further, request to add following verbiage as a part of the content of Annexure 8, Form: Power of Attorney</p> <p>“This Power of Attorney shall be effective, binding and operative till(date-Tenure of Project), if not revoked earlier or as long as the said attorney is in the service of the LLP, whichever is earlier”</p>	No Change. Same as RFP.
	Clause 3, Terms of Reference - Team requirement - (>> PG degree/diploma in management with specialization in Food Technology/ Food Engineering/Food Processing, agri- business	We understand the Qualification & Experience of the position - Product Enhancement and Value Chain Expert - Handloom & handicraft	It is clarified that the qualification and experience of Product Enhancement and Value Chain Expert - Handloom

21	<p>Name of Expert) S.no 6 - Product Enhance ment and Value Chain Expert - Handloo m & handicraf t - Qualifica tion & Experien ce Pg.28</p>	<p>management/ or related field. > A minimum of 5 years of post-qualification experience in product development, food processing, value chain analysis, or agribusiness. > Experience of working on government livelihood or value chain development project is preferred. > Strong background in product development and improvement, including quality checks and standards is preferred.</p>	<p>(at S.no 6) has been mistakenly mentioned in the Qualification & Experience of the position- Product Enhancement and Value Chain Expert - Food processing /Agri-business development (at S.no 7) & vice versa. Kindly Clarify.</p>	<p>& handicraft and Product Enhancement and Value Chain Expert - Food processing /Agribusiness Development will be as follows:</p> <table border="1" data-bbox="1134 477 1399 2011"> <tr> <td data-bbox="1134 477 1399 680">Product Enhancement and Value Chain Expert - Handloom & handicraft</td> </tr> <tr> <td data-bbox="1134 680 1399 1664"> PG degree/ diploma in management/ designing /fashion technology or related field for a minimum of 5 years of post-qualification experience in product development, art design, value chain analysis, or art and craft. <ul style="list-style-type: none"> • Experience of working on government livelihood or value chain development project is preferred. • Strong background in product development and improvement, including quality </td> </tr> <tr> <td data-bbox="1134 1664 1399 1912">Product Enhancement and Value Chain Expert - Food processing /Agribusiness Development</td> </tr> <tr> <td data-bbox="1134 1912 1399 2011">PG degree/ diploma in Management with</td> </tr> </table>	Product Enhancement and Value Chain Expert - Handloom & handicraft	PG degree/ diploma in management/ designing /fashion technology or related field for a minimum of 5 years of post-qualification experience in product development, art design, value chain analysis, or art and craft. <ul style="list-style-type: none"> • Experience of working on government livelihood or value chain development project is preferred. • Strong background in product development and improvement, including quality 	Product Enhancement and Value Chain Expert - Food processing /Agribusiness Development	PG degree/ diploma in Management with
Product Enhancement and Value Chain Expert - Handloom & handicraft								
PG degree/ diploma in management/ designing /fashion technology or related field for a minimum of 5 years of post-qualification experience in product development, art design, value chain analysis, or art and craft. <ul style="list-style-type: none"> • Experience of working on government livelihood or value chain development project is preferred. • Strong background in product development and improvement, including quality 								
Product Enhancement and Value Chain Expert - Food processing /Agribusiness Development								
PG degree/ diploma in Management with								

				<p>specialization in Food Technology/ Food Engineering/ Food Processing, agribusiness management/ or related field.</p> <ul style="list-style-type: none"> • A minimum of 5 years of post-qualification experience in product development, food processing, value chain analysis, or agribusiness. • Experience of working on government livelihood or value chain development project is preferred. • Strong background in product development and improvement, including quality checks and standards is preferred.
22	<p>Section: 2.8- Confidentiality, Page no.13</p>	<p>2.8.1. From the time the Proposals are opened to the time the Agreement is made, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Agreement award information.</p>	<p>Based on the suggestion received from our legal team, Requesting to add the following clause,</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose</p>	<p>It is clarified that the suggested clause will be discussed with the successful agency before finalization of draft agreement.</p>

		<p>2.8.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award decisions may result in the rejection of its Proposal.</p> <p>2.8.3. Notwithstanding the above provisions, from the time of the Proposals, opening to the time of Award publication, if a Bidder wishes to contact The Client on any matter related to the selection process, it should do so only in writing.</p>	<p>such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 year from the date of termination of this Agreement.</p>	
23	<p>Section: 2.11- Force Majeure 2.11.2. Force Majeure events, Page no.14,15</p>	<p>A Force Majeure shall include, without limitation, the following: war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial</p>	<p>Based on the suggestion received from our legal team, requesting to add the following clause, (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of</p>	<p>It is clarified that "Epidemic" declared by appropriate government is already included in the Force Majeure column. In case of declaration of "Pandemic" declared by appropriate government, the instruction issued time to time by the government will be followed by both the parties.</p>

		<p>dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;</p> <p>If either party is prevented, hindered, or delayed from or in performing any of its obligations under the agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.</p> <ul style="list-style-type: none"> • 2.11.2.1. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the agreement for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended. • 2.11.2.2. The party or parties affected by the event of Force Majeure shall use reasonable efforts to 	<p>either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where EY Personnel are required to be in present at Client's premises, EY will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	
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	<p>mitigate the effect of the event of Force Majeure upon its or their performance of the agreement and to fulfil its or their obligations under the agreement, but without prejudice to either party's right to terminate the Agreement under this Clause.</p> <ul style="list-style-type: none">• 2.11.2.3. No delay or non-performance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Agreement; give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.• 2.11.2.4. If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Agreement, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Agreement by giving a notice to the other.• 2.11.2.5. In the event of termination pursuant to Clause 2.13, the cessation of rights and obligations of the		
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		<p>Client and the Consultant shall be as specified in the clause titled Termination.</p> <ul style="list-style-type: none"> • 2.11.2.6. Notwithstanding Clause 2.10.2.4., Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Agreement. 		
24	<p>Section: 2.12- Termination Clause 2.12.3. Termination for Convenience, Page no.14,15</p>	<p>2.12.3. Termination for Convenience</p> <p>2.12.3.1. The Client, by a written notice of at least 60 days sent to the selected bidder, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for The Client's convenience, the extent to which performance of the selected bidder under the Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>2.12.3.2. In such case, The Client will pay for all the pending invoices as well as the work done till that date by the Bidder.</p> <p>2.12.3.3. Limitation of Liability- In no event shall either party be liable for consequential, incidental, in direct, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder</p>	<p>Based on the suggestion received from our legal team, requesting to add the following clause,</p> <p>EY may terminate this Agreement, or any Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations</p>	<p>No Change.</p> <p>Same as RFP vide para 2.12.5 (page-17) of the RFP.</p>

		or in relation hereto (whether in agreement, tort, strict liability or otherwise) for more than the value of the amount to be paid (including any amounts invoiced but not yet paid) under this Agreement.		
25	Please add following clause to the agreement		<p>Intellectual property rights (IPR)</p> <p>EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement</p>	It is clarified that agency may use data, software, design, utilities, tools, models, systems and other methodologies and knowhow during the period of assignment on their own risk and the same will be the property of the agency. The agency would indemnify BRLPS against any claim of copyright violation/plagiarism, etc
26	Please add following clause to the		<p>Reporting</p> <p>Any information, advice, recommendations or other content of any reports, presentations, or other communications we</p>	It is clarified that the suggested points will be discussed with the successful agency.

	agreement		provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.	
27	Section 7: Criteria for Evaluation 7.1.2. Technical Qualification (TQ) criteria (Technical Score = ST) Page no 42	The Annual Average Turnover in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from consulting services in India. This must be individual firm's turnover for program management of relevant projects and not that of group of companies/ subsidiaries/ sister concerns/ holding company. >=100 Cr = 05 Marks >=200 Cr: 10 marks	Requesting to provide clarity on the following, Can the Annual Average Turnover for the specified years (2019-20 to 2023-24) be considered from the firm's entire consulting services in India, or is it restricted solely to program management services only?	No Change. Same as RFP
28.	Section: Fact Sheet [Important Dates & Informati	No consortium / JVs / Associations shall be allowed to bid for this tender. Subcontracting shall be allowed only for local level data collection or field	We believe that the inclusion of a JV would provide significant benefits to the execution of this project. This will allow the pooling of specialized expertise and the collective experience	No Change. Same as RFP.

	on] Page No.: 08	work, if applicable in the assignment.	of multiple organizations, ensuring a more robust and comprehensive approach to delivering the project requirements. By combining resources, the project has multiple advantages such as wider skill set, more diverse experience, and a collaborative approach to problem solving, thereby enhancing the overall success of the project	
29	Project Duration	12 Months, Page No. 8	At least the duration should be for 2 Years, which can be further extended on the basis of performance. One year is very short duration to mobilize the resources. Or the PMU setup to be totally delivery based, where the Agency need not to sit in the Client Office.	No Change. Same as RFP
30	Section 3: Terms of Reference, Scope of Work, Point 1 Page No.- 19	The RFP mentions, in Point 1 of the TOR, that the TSA is required to “Conduct a rapid assessment of the current Community Based Organizations and identify the potential opportunities for engaging them with entrepreneurial opportunities in the state.”	As mentioned in the TOR, there are 10,63,489 SHGs in the state of Bihar. We understand that the TSA is required to conduct a rapid assessment of the CBOs/SHGs to identify potential opportunities. We request the Department to clarify the following: <ul style="list-style-type: none"> The target figure (sample size) for the potential mapping study in terms of SHGs/SHG households/ FPOs to be surveyed 	Agency would be allowed to consider the sample size based on appropriate statistical method considering the universe of CBOs available in the state within the program. SRLM MIS This will be discussed with the successful agency. For local level data collection, if applicable in the assignment shall be the responsibility of BRLPS.

			<ul style="list-style-type: none"> • The target figure (sample size) for the functional SHGs/ CBOs that the TSA would be engaged with during the course of the assignment • The source for identifying these functional/ operational SHGs/CBOs for the study • Further, we would also request clarification on what would be the criteria for product selection and product finalization for targeting the enterprises • Who would bear the cost for the field study? 	
31	Section 3: Terms of Reference, Scope of Work, Point 2 Page No.- 20	<p>The RFP mentions, in Point 2 of the TOR, that</p> <p>“Based on the findings and challenges faced by the SHG run enterprises, help BRLPS in creating an enabling enterprise ecosystem that provides access to critical business services required for enterprise development to create market linkages, access to finance, and technical skills.”</p>	<p>We understand that the TSA is required to support the Department in enterprise ecosystem development to ensure enterprise promotion.</p> <p>However, we request the Department to clarify if there is a target number for the enterprises that are to be supported.</p>	Kindly refer “Deliverables” at page no. 21 of the RFP.
32	Section 3: Terms of	The RFP mentions, in Point 4 of the TOR that the TSA is required to “Identify product basket and enhance value chain under aggregation model to establish &	We understand that setting up an Umbrella brand for the state requires careful considerations in the area of legal, brand	It is clarified that expenditure to be occurred on legal, brand registration, resource

	<p>Reference, Scope of Work, Point 4 Page No.- 20</p>	<p>promote Umbrella brand for sales & marketing of SHG products of Bihar”</p>	<p>registration, resource allocation, etc. This would require the creation of a budget and hence, we would request clarification from the Department on who would be the Managing authority for this brand creation and sustenance</p>	<p>allocation, etc. will be met by BRLPS.</p>
<p>33</p>	<p>Section 3: Terms of Reference, Scope of Work, Point 5 Page No.- 20</p>	<p>The RFP mentions, in Point 5 of the TOR, that, the TSA is required to “Provide solutions in developing livelihoods of SHG’s in non-farm based SHG enterprises of Bihar, and also in establishing new SHG Enterprises based on newer and innovative models of businesses on the basis of the research and study process undertaken on the SHG’s of Bihar.</p>	<p>We request the Department to clarify the target figure for establishing new SHG enterprises in the state.</p> <p>We would like to clarify that the role of the TSA would be advisory in nature and the cost incurred for business and statutory compliances for establishing new SHG enterprises would have to be borne by the Department/business (CBO).</p> <p>We would also like to clarify that enterprise establishment would also include product development/product modification. Hence, all costs pertaining to product improvement and development (packaging, branding, product testing, etc.) related activities would have to be borne by the SHG/CBO or the Department.</p>	<p>It is clarified that no new Enterprise set up is defined as target in the assignment.</p> <p>It is clarified that cost relating to packaging, branding, testing etc. will be borne by the BRLPS.</p>

34	<p>Section 3: Terms of Reference, Scope of Work, Point 6</p> <p>Page No.- 20</p>	<p>The RFP mentions, in Point 6 of the TOR, that the TSA is required to assist the State in implementing the enterprise development plan, increase the number of Lakhpati Didi households.</p>	<p>We understand that the role of the TSA would be limited to advisory support, and hence would request the Department to clarify who would be the stakeholders engaged to ensure implementation of the proposed interventions at the district/block level.</p> <p>This is extremely important to ensure that the SOPs/strategies drafted by the TSA are implemented on ground to ensure achievement of deliverables like Product development cum value chain assistance to 50-100 group/ individual enterprises and 80% of supported enterprises should register a revenue growth of minimum 15%.</p>	<p>It is clarified that State, District and Block Team of BRLPS, SPV, CBOs will be the stakeholders.</p> <p>To anchor NF related programmes, a dedicated resource at district level is already placed in most of the districts who will be coordinating in the program.</p>
35	<p>Section 3: Terms of Reference, Scope of Work, Point 8</p> <p>Page No.- 20</p>	<p>The RFP mentions, in Point 8 of the TOR, that the TSA is required to “Enhance the skills and competencies of the BRLPS team, especially at the District and Block level, to support the transformational journeys of the Community based Groups”</p>	<p>In order to execute the training and capacity building activities for the district/block staff as well as for the CBOs to promote enterprise development, product development and market readiness, we would request the Department to clarify the following:</p> <ul style="list-style-type: none"> • Who would bear the cost of conducting these trainings, in terms of venue cost, logistics, accommodation, etc.? 	<p>It is clarified that BRLPS (JEEViKA) will bear the cost related to conducting trainings etc.</p> <p>BRLPS team will support in mobilization at all levels.</p>

			<ul style="list-style-type: none"> • Who will decide the venue for the trainings? • Who will bear the cost of the training material, etc.? <p>We would also request clarification from the Department on the role of the District/Block staff and emphasize on their engagement to conduct mobilization of CBO members for CBO-related trainings.</p>	
36	<p>Section 3: Terms of Reference, Scope of Work, Point 9</p> <p>Page No.- 20</p>	<p>The RFP mentions, in Point 9 of the TOR, that the TSA is required to “Assess the digital preparation of the state and assist the department in establishing a marketplace and concierge model”</p>	<p>We understand that the establishment of such a model would incur some cost and hence, would like to clarify to the Department that due to the nature of our firms’ services, the TSA’s role would be limited to providing advisory support for the same and the cost would be required to be borne by the Department.</p>	<p>It is clarified that BRLPS will bear all the costs related to infra related to deliverables.</p>
37	<p>Section 3: Terms of Reference, Deliverables, Point 1</p> <p>Page No.- 21</p>	<p>The deliverable listed under Enterprise Business development assessment and annual work plan, Marketing campaign roll out for SHG enterprises, as mentioned in the RFP.</p>	<p>We understand that conducting marketing campaigns would include conducting buyer seller meets, promotional workshops, digital marketing activities, etc. These activities would incur certain costs and we would request the Department to clarify who would bear these costs in addition to other operational expenses</p>	<p>It is clarified that BRLPS will bear the cost.</p>

			(food, accommodation, logistics, travel, etc.)	
38	Section-1.1 Request for Proposal, point no. 1.1.4 Page No.- 09	The Client reserves the right to (may), with concurrence of the bidder, extend the Term for a period or periods of up to 2 (two) years on yearly basis on the same terms and conditions.	We request the department to reconsider it as: “The initial contract period for the project will be one year. Extensions may be granted on an annual basis for up to two additional years, contingent upon the agency's satisfactory performance and mutual agreement. A price escalation of 10% will be applied if the contract is extended into the second and third years, following a performance evaluation”.	It is clarified that extension of the period of agreement, if any, will be on the same terms & conditions and upon mutual consent of the parties.
39	Terms: Travel, (b)TA/D A Norms: Page No- 32	The selected bidder shall follow TA/DA norms as per client’s policy. Deployed staff will have to travel as per client’s requirement who would follow the Travel, TA/DA norms etc. of client. Tour/travel requests of the deployed staff would be sanctioned by the Chief Operating Officer, or an officer designated by CEO, BRLPS and will be reimbursed to each staff member individually by	We kindly request the department to consider incorporating a provision for advances to cover expenses incurred during official travels. This addition would greatly assist employees in managing costs associated with travel more efficiently.	It is clarified that no advance towards TA/DA will be paid. Kindly refer point-(b) “Travel, TA/DA Norms” of Terms at page no.32 of the RFP.

		the client		
40	Section 3: Terms of Reference, Team Requirements	Additional resources required in the team composition	<p>Since, a major deliverable of the assignment is focused on increasing revenue of the CBOs/ individual enterprises, we request the Department to add the following additional resources:</p> <ul style="list-style-type: none"> • Sales profile (02)- a dedicated resource to ensure growth in sales through various marketing channels (modern trade, e-commerce, etc.). We request clarity from the Department in roles of these 2 experts • Digital Marketing expert (01) 	No change. Same as RFP
41	Section 7.1.2, Point 4 Page No.- 42	Under the Technical Qualification (TQ) criteria (Technical Score = ST), Point 4- Experts' qualifications and competence for the Assignment, it has been indicated that 10% weightage is given to experience in regional languages: Refer point (c) Experience in the Regional languages – 10%	Due to the multidisciplinary nature of the project, we request the Department to consider sectoral expertise/ subject-matter expertise and related experience and understanding of the local context to assign the said weightage of 10% instead of preference to regional language. Given our previous experience, we understand that the specified positions though necessary might not be sufficient, and hence would like to propose minor changes in	No Change Same as RFP

			<p>team composition, with certain additional profiles.</p> <p>4. Experts' qualifications and competence for the Assignment The number of points to be assigned to each of the positions shall be determined considering the following parameters – (a) General Qualification – 20% (b) Relevant Experience – 80%</p> <p>CVs are to be submitted in the attached Format.</p> <p>Expert-1 [Team Leader (01)] – 08 marks</p> <p>Expert-2 [Finance Expert (01)]– 04 Marks</p> <p>Expert-3 [Assistant Finance Expert (01)]– 04 Marks</p> <p>Expert-4 [Sales and Forward Market Linkage Expert (1)] – 04 Marks</p> <p>Expert-5 [Sales and Backward Market Linkage Expert (1)] –04 Marks</p> <p>Expert-6 [Marketing and Branding Expert (1)] –04 Marks Expert-7 [Product Enhancement and Value Chain Expert – Handloom & Handicraft (1)] –04 Marks</p> <p>Expert-8 [Product Enhancement and Value Chain Expert – Food processing/ Agri-business</p>	
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			<p>development) (1)] –04 Marks</p> <p>Expert-9 [Monitoring & Evaluation Expert] (1)] – 04 Marks</p> <p>The details for the same are attached as Annexure 1.</p>	
42	<p>Section 7.1.2.</p> <p>Technical Qualification (TQ) criteria (Technical Score = ST) Point 3</p>	<p>As mentioned in the RFP under “Detailed Approach & Methodology and Implementation Plan”, the evaluation score is mentioned as 20.</p>	<p>We would request the Department to reconsider the weighted distribution evaluation score under Approach and Methodology and increase it from 20 to 30 Marks. This is proposed, since the key technical components to implement the project would drive from the bidders’ previous experience of implementing similar projects in other states. Since, this is a milestone project for the state, we would request that to ensure strategic implementation across project components this section should be given higher weightage.</p> <p>3. Detailed Approach & Methodology and Implementation Plan --30 Marks Adequacy and quality of the proposed methodology, work plan and knowledge transfer in responding to the</p>	<p>No Change. Same as RFP.</p>

			<p>Terms of Reference (TOR).</p> <p>3.1 Technical Approach & Methodology for this assignment</p> <p>3.1.1 Approach & Methodology including the organization structure to be deployed in order to facilitate the progress for the engagement- 15 Marks</p> <p>3.1.2 Work Plan- 5 Marks</p> <p>3.2 Presentation by the Consultant on the approach and methodology- 10 Marks</p> <p>The proposed evaluation scores have been highlighted in Annexure 2</p>	
43	<p>Bid document fee at Page 8, Clause 5.3 at Page 35</p>	<p>RFP Procurement Cost/ Tender Fees</p> <p>INR 5,000 to be paid as tender fees</p>	<p>Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive/delete the requirement for submitting tender fee under the RFP</p>	<p>It is clarified that Bihar Financial Rule (BFR) will be applicable for this assignment.</p>
44	<p>Clause 2.17.1 at Page 18, Clause 6.1.8 at Page 39</p>	<p>Liquidated damages</p> <p>Uncapped LDs</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>It is clarified that maximum liquidated damage as per clause 2.17 of the RFP will not exceed 5% of the total value of the agreement.</p>

45	Clause 2.17.1 at Page 18	Liquidated damages Not sole and exclusive remedy	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No Change Same as RFP
46	No clause in RFP	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	It is clarified that agency may use data, software, design, utilities, tools, models, systems and other methodologies and knowhow during the period of assignment on their own risk and the same will be the proper of the agency. The agency would indemnify BRLPS against any claim of copyright violation/plagiarism, etc

			<p>ownership of its preexisting 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>	
47	<p>Clause 2.10 at Page 14, Clause 2.16 at Page 17</p>	<p>Arbitration No arbitration clause</p>	<p>We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:</p> <p>"In case, a dispute is not amicably resolved within forty-five (45) days of</p>	<p>No Change. Same as RFP.</p>

			referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."	
48	No clause in RFP	No third-party disclaimer There is no restriction on the usage of deliverable. No third-party disclaimers.	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.	It is clarified that this suggestion will be discussed with successful agency.
49	No clause in RFP	Acceptance No acceptance criteria	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	It is clarified that the suggested point will be discussed with the successful agency.

			<p>or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"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 or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	
50	Annexure 6 Page No.- 53	Annexure 6: Form (Financial Bid Format)	Due to the changes proposed in the team composition, the subsequent changes in the Financial Bid format have been indicated under Annexure 3.	No Change. Same as RFP.
51	Form Tech 1, Annexure-3 Page No.-48	Format for Agency's Experience is given in the TOR	To ensure clarity and brief of major deliverables and assignments undertaken by the Bidder, we request the client to consider the proposed revised format for capturing the details of the project. The format	No Change. Same as RFP.

			for the same has been attached as Annexure 4	
52.	Section No - 07, 7.1.1 Pre qualification Criteria, Page No - 40	The Bidder should have an Annual Average Turnover of Rs. 100 crores in three consecutive years in the last five financial years; 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 from consulting services in India. This must be individual firm's turnover for program management of relevant projects and not that of group of companies/ subsidiaries/ sister concerns/holding company.	kindly consider turnover of bidder or is parent entity	The Turnover will be considered of the agency who is submitting their proposal and not that of group of companies/subsidiaries/ sister concerns/ holding company.
53	Annexure 3: Form Tech-1 Page No 48	List only previous similar assignments successfully completed/ on-going in the last 5 years as specified under Technical Evaluation criterion broadly in following categories.	According to Section 7.1.1: Pre-qualification Criteria, Point No. 3 on Firm's Specific Work Experience, and Section 7.1.2: Technical Qualification Criteria, point 2 regarding Prior Experience and the criteria, sub-criteria, and point system for the evaluation of technical proposals, there is no specification that assignments must be from the last five years. In this regard, we kindly request the Department to consider all similar assignments that have been successfully completed or are ongoing within the last ten years instead of 05 years.	No Change. Same as RFP.