



बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking)

ISO 9001; 14001; OHSAS 18001

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Letter No. BSEIDC/NIT/2017-18 - 7115

Date : 20/10/17

Corrigendum/Clarification/Addendum No.-1

Pre Bid Queries For NIT 10A/2017-18 Establishing Management Unit to Support
"Enhancing Teacher Effectiveness in Bihar
Operation (ETEB)"

Relevance	Page no.	SL.N o.	Section	Bid Statement	Query/Recommnedations	Response
1) BIDDERS/ VENDOR NAME : PWC						
1	Key Experts	29	14.1.3	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 198 person-months.</p> <p>For the evaluation and comparison of Proposals only – if a Proposal includes less than the estimated time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>	<p>Does the man months allocated for key experts necessary have to be at Bihar or can be outside the state for the entire duration.</p> <p>What is the disqualification clause associated with actual man months being spent</p>	<p>As per Section 7 (Clause 2) of the RFP .The Consultant will deploy fulltime, onsite resources to establish a Management Unit (MU) under the administrative framework of DR&T at Patna, Bihar. This consultancy assignment is a time -based contract and the relevant conditions for the time based contract as per the RFP will be applicable.</p>
2	Evaluation Criteria	32	21.1	<p>Firm Experience (50 Points) A&M (150 Points) Experts (500 points)</p>	<ol style="list-style-type: none">1. Increase weightage of firm experience2. Does Firm mean all consortium members or lead firm only3. Include non-key members also in evaluation criteria as cost variation will be high in case relevant experts are not taken at time of execution4. Include parameter wherein, members of firms proposed get higher points over external experts proposed5. What is disqualification parameter if the proposed expert is not same as deplyed expert, also, how is measurement of time taken into account for those experts	<p>No Changes - The condition / Criteria / Clarification will remain as per RFP.</p>
3	QCBS	34	27.1	<p>QCBS (70:30)</p>	<p>Propose 80:20</p>	<p>No Changes - The condition / Criteria / Clarification will remain as per RFP.</p>

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4	Preparation of Proposals	27		10.1	1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal 2nd Inner Envelope with the Financial Proposal (if applicable):	How will these be submitted in case of an online bid submission	No Changes - The condition / Criteria / Clarification will remain as per RFP.
5	Desired Governance Structure	65		Section 7 2. Objective(s) of the Assignment	The engagement with the Consultant will also involve the time of the senior management of the Consultant who will be responsible for setting up regular review meetings with the BSEIDC, SCERT, and/or DoE and provide executive reports on progress and key challenges on all activities. He/she will also exchange the best practices/learning from other similar MUs that the Consultant manages to ensure quality of the highest order in the delivery of the services. The senior management from Consultant will be responsible for necessary continuity throughout the engagement, and the overall strategic direction.	What is the desired program governance structure envisaged by BSEIDC? What is the expected level/amount of senior management involvement?	As per approach , methodology and inception report finalised and approved by the department as per the RFP.
6	Pre-requisite Tools	65		Section 7 2. Objective(s) of the Assignment	It is expected that the Consultant will be extremely swift and agile in mobilizing and deploying the MU team; setting up the pre-requisite project management tools, document management system, contract management system, etc. ; developing the implementation plan; and laying down the business processes and reporting mechanisms within a very short time-frame of being awarded the contract. The hallmark of success will be the execution of on-ground activities and achievement of results, and not the provisioning of ideas, advice, and plans.	Are there any specific tools that the consultant would be expected to implement?	As per approach , methodology and inception report finalised and approved by the department as per the RFP.
7	Some Understanding of current implementation status	64		Section 7 2. Objective(s) of the Assignment	At this stage, establishment of following ICT infrastructure has been planned / under implementation as part of the program: a) Teacher Education Management Information System (TEMIS) b) Learning Hub for teachers at SCERT c) ICT Labs at teacher education institutions d) Blended learning pilots in select schools e) Handheld devices for data collection using BRCCs and BEOs f) Enterprise Resource Planning (ERP) system at BSEIDC	To get a brief description of each of these initiatives and the current level of implementation. This would help us in framing our A&M section better.	The brief description and the required details are available with the Project Appraisal document (PAD) of the ETEB project and the details provided in the RFP .

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8	Sec 18 - GCC	100		Suspension		What is the process for revoking the suspension. What happens if the project is put on suspension for factors not attributable to Consultant. What is the max period of suspension in this case and if the consultant will be liable for some remuneration like on-going expenses etc.	Clause 18 of the GCC (General conditions of contract) and other relevant clauses of RFP mentions all the details including remedy and further action.
9	19.1 - Termination	101			The confidentiality obligations and audit rights accrued during the term of the contract shall survive 1 year post termination. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law	we understand that this clause would be mutually agreed upon with the successful bidder at the time of the contracting	The standard condition / Criteria will be as per RFP .
10	Sec 21.1.3 - GCC	104			The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in SCC	we understand that this clause would be mutually agreed upon with the successful bidder at the time of the contracting	The standard condition / Criteria will be as per RFP .
11	Sec 22 - GCC	104		One sided confidentiality obligations in favor of the client with no end date.	This restriction shall be applicable for a period of 2 years from the termination or expiry of the contract. The confidentiality obligations under the contract will not apply to information already in the public domain or available to us independently of this contract.	We propose the the same to be 1 year	No Changes - The condition / Criteria / Clarification will remain as per RFP.
12	SCC 23.1				The document is silent on the limitation of liability. There is unlimited liability in the following instances: (a) for damage to third parties caused by PwC, any Personnel, person or firm acting on behalf of PwC in carrying out the Services; (b) willful misconduct; (c) gross negligence	We suggest he liability is limited to 1x of the fees	No Changes - The condition / Criteria / Clarification will remain as per RFP.

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13	Sec 27 GCC	105			Proprietary Rights of the Client in Reports and Records	<p>Ownership of any Pre-existing work by PwC shall vest in PwC. PwC shall transfer the ownership of the deliverables and reports upon receiving the payments thereof.</p> <p>PwC is willing to pass ownership in certain agreed final deliverables to the client, but typically does not accept a blanket obligation to pass ownership in everything used, created or delivered under the contract.</p>	No Changes - The condition / Criteria / Clarification will remain as per RFP.
14	Sec 23.1 - SCC	120		<p>LOL - Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract.</p>	Please clarify the max. limit on liability in case of any direct losses. We would require Consultant's liability for all claims including third party claims to be capped on to 1x of the fees paid to PwC. We will not be liable for any indirect/consequential losses.	we understand that this clause would be mutually agreed upon with the successful bidder at the time of the contracting	The standard condition / Criteria will be as per RFP .
15	25.2 GCC	105			Accounting, Inspection and Auditing	<p>We would like to clarify that PwC understands:</p> <ul style="list-style-type: none"> • Right to audit shall be limited to verification of services or quantities delivered, expenses charged, and hours of work performed. • PwC is not expected to maintain project specific books of accounts 	No Changes - The condition / Criteria / Clarification will remain as per RFP.
16	45.1(b) SCC	124/127			Payment terms and Payment Milestones	Request to reconsider payment milestone and make all time based. The rationale for this is that the implementation is contingent to third party implementation and not just PMU	No Changes - The condition / Criteria / Clarification will remain as per RFP.
17	17.2	21			Power of Attorney- The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.	We propose to provide our "Board of resolution" in place of Power of Attorney for authorization to sign the proposal document to authorized representative. Can you please confirm.	No Changes - The condition / Criteria / Clarification will remain as per RFP.
18	45, 45.C	111			Mode of Billing and Payment	We propose that client shall pay consultant's invoices within 30 days after receipt of itemized invoices	No Changes - The condition / Criteria / Clarification will remain as per RFP.

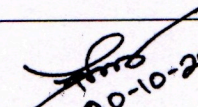
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19	16.2, and scc clause 42.3	32/123		Price Adjustment	As per clause 16.2 in the data sheet it is allowed. Where as per SCC clause no. 42.3 it is not allowed. Kindly clarify on this part	With is understood that while the consult will factor the inflation impact, any monetary impact due change in the resource deployment would be mutually agreed upon and borne by the client	As per clause 42.3 (SCC) Special conditions of the contract .
20	Form FIN-3			Form -3	The expected distribution of field and home time is not mentioned in the RFP. So it assumed that it is upto bidder to decide on this distribution		As per approach , methodology and inception report finalised and approved by the department as per the RFP.
21	16.1	32			The Reimbursable Expenses are (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) other allowances where applicable and provisional or fixed sums (if any)	It is assumed that the Client shall provide an office and the basic infrastructure including sitting space, internet and access to printers	Please refer section 7 (Clause 6 b) - Providing the Consultant office space along with internet access, as determined by the Project Director/ Nodal Officer.
22	GCC 27.1				Ownership - There is no protection for our working papers and pre-existing materials.		
23	GCC 25.2				Audit - There is an obligation to permit, the Client and/or persons appointed by the Client to inspect all accounts and records relating to the performance of the Contract.		
24	Section 6				Client Policy - There is an obligation to comply with client policy on fraud/corruption as specified. [Section 6]		
	19.1.4				Survival - There is no outer boundary for survival obligations. [GCC 19.1.4]		
					Conflict of interest - Nothing in this engagement shall affect our or other PwC firms' ability to perform services for our other clients so long as we do not use or disclose your confidential information.	PwC has internal stringent policies, hence we request to reconsider the same or mutually agree the terms with successful bidder	No Changes - The condition / Criteria / Clarification will remain as per RFP.
					Ownership - Upon full payment of fees/expenses, client will own the final deliverables submitted to client. However we will continue to retain our rights in the materials we bring in under the engagement.	Kindly confirm	



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25					Audit - We will retain our records as per our record retention policies. Upon reasonable notice we will allow client to inspect our invoicing records under this engagement; such inspection shall be done in a pre agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organisational confidentiality requirements.		
					Client Policy - We operate in accordance with the PwC code of conduct. We will cause our project team members performing services under this engagement to read and be aware of client's relevant policies such that to the extent applicable to them in performing services, they do not act in a manner inconsistent with the substance thereof.		
30	PMU Performance Evaluation				Quantification of DLI achievement during the tenure of the PMU is not given	It is assumed that the quantification of the DLIs would be done in consensus of the successful bidder at the onset of the assignment and the performance indicators of the PMU will agreed upon mutually.	The various DLIs (Disbursement Linked Indicators) and other requirements for the project are mentioned in the PAD (Project Appraisal Document) for the ETEB Project and other details will be as per the RFP.
31	Performance linked payment to PMU					The KPIs to measure the performance of the PMU team would be set in consultation with the successful bidder	No Changes - The condition / Criteria / Clarification will remain as per RFP.
32	TECH 1				Power of Attorney Required for the Authorised Signatory	Board Resolution should suffice instead of PoA	No Changes - The condition / Criteria / Clarification will remain as per RFP.
2) BIDDERS/ VENDOR NAME : EY							
33			1		Section 7 – Terms of Reference Background and Objectives – Page 61, 62 The MU will primarily provide support to DR&T, BSEIDC and SCERT. The MU will also be responsible for managing the monitoring and reporting requirements with regards to the World Bank support, including reporting on the Results Framework, Disbursement Linked Indicators (DLIs) and their verification, and other program achievements	a) Who are the other agencies – government and/or private who are involved/contracted in the project? b) What are their roles and responsibilities? c) Are there any potential conflict(s) of interest/activities?	Reporting Framework for the MU will remain as per the RFP , and they will primarily provide support to DRT, BSEIDC and SCERT.

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34			2		Section 7 – Terms of Reference Results Framework The MU's primary responsibility will be towards achievement of indicators as per the Results Framework	What are the key steps/activities for achievement of the results in the results framework? Since, there are dependencies it is requested to share the milestones and ToRs of other agencies responsible for the individual components.	The various DLIs (Disbursement Linked Indicators) and other requirements for the project are mentioned in the PAD (Project Appraisal Document) for the ETEB Project and other details will be as per the RFP.
35			3		Section 7 – Terms of Reference – (3)(C) Monitoring and Evaluation Support - Page 66-67	Who will define the reporting and M&E templates/formats?	The reporting formats / Templates are the part of Inception report and will be approved by Department .
36			4		Section 7 – Terms of Reference – (4) Team Composition and qualification requirements – Page 70-78 Request for change in order to position suitable candidates with strong national, international and state experience. S	a) Engagement Leader: Request you to allow 'minimum 10 years of progressive experience...' from 'minimum 12 years of progressive experience...' b) Delivery manager: Request you to allow 'Post-graduate in any discipline'	No Changes - The condition / Criteria / Clarification will remain as per RFP.
37			5		Special conditions of contract – Page 119 Limitations of consultants liability towards the Client There is no definitive limitation of liability of the Consultant towards the client(s)	a) We request to cap the liability of the consultant to the total fees/payments due to the consultants for this contract.	No Changes - The condition / Criteria / Clarification will remain as per RFP.
3) BIDDERS/ VENDOR NAME : Medhaj Techno Concept Pvt. Ltd.							
38			1	Instruction to Consultants/ E-Data Sheet/ Clause No. 21.1 (for FTP) Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals	(A) Specific experience of the Consultant (as a firm) relevant to the Assignment. Experience of completion of a project of similar nature and comparable magnitude – 50 Marks	In this regard, it is requested to kindly consider the exp. Of the bidder in similar assignments i.e. Education/Capacity Building/Skill Development Project Management Consultancy Value of work of vol. / (consultancy value) 10 Cr. We request to kindly provide the break-up which shall be used during technical evaluation in respect of eligibility criteria for 'Specific experience of the Consultant (as a firm) relevant to the Assignment.' This will be feasible to participants to prepare and submit the quality bid proposals. Also, preference should be given to those Consultant/PMA who are executing/ executed the projects in the state of Bihar.	No Changes - The condition / Criteria / Clarification will remain as per RFP.
39			2			DR&T/Nodal agencies assigned for this assignment Kindly clarify that how many schools are covered under this assignment. So, this will be helpful for bidders to quote accordingly.	The details provided as per the RFP.

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40			3	II. General Conditions of Contract F. Payments to the Consultant _ Page No. 110	42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.	It is requested to kindly clarify that if in case of extension of assignment Consultant need to deploy his manpower and therefore, what percentage of increase in remuneration for the manpower available on-site.	No Changes - The condition / Criteria / Clarification will remain as per RFP.


 20-10-2017
 (Brajesh Prasad)
 Chief Consultant (Technical)
