

Corrigendum -1

Selection of Consultant for assisting JIADA in Investment Promotion of Industrial Parks, and
Process Reform

Tender Letter No.: 202

NIT No.: JIADA/01/2023-24

S.No.	Reference	Clause/Event	Existing Provision	Amended Provision
1.	Section 4. Instruction to Bidders, Sub- Section 4.20.2 Liquidation Damage, Page 17	Liquidated damage	The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the total value of the fee received under this Contract.	The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the 10% of the total value of the fee received under this Contract.
2.	Section 7.2(ii) (b) Page No.33	Technical Proposal Evaluation Parameters(Relevant Experience)	Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22 with engagement duration of at least 1 year in the last 5years with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period) 2 marks each project subject to maximum of 10marks	Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22 with engagement duration of at least 1 year with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period) 2 marks each project subject to maximum of 10 marks
3.	Section 7 and 7.3 Page 34	Evaluation and selection, Financial Evaluation.	Financial Proposals of only those Applicants who scores at least 80% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.P	Financial Proposals of only those Applicants who scores at least 75% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

Pre-Bid Response

Selection of Consultants for assisting JIADA in Development of Industrial Area, Promotion of Industries and reforms in Land Allotment

Tender Letter No.: 202

NIT No.:-JIADA/01/2023-24

S. No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
1.	Section 1. Fact Sheet Page No. 4 Sl. No.6 and 7	Technical proposal opening - 17th May, 2023, 3.30 PM Presentation on approach & methodology - 19th May 2023 at 3:00 PM	Considering the nature of the assignment, and the type of resources required for this, we would require some time to arrange the best-fit team for this mandate. We request the authority to extend the submission deadline by three (3) weeks.	The relevant section/clause of the RFP prevails
2.	Section 3.1 Eligibility requirements for the Consultant Page No. 4 Criteria – “Legal Entity”	The bidder should be a single Business Entity. (Any kind of Joint Venture or consortium is not allowed either in scope of work or team). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956/2013, or a Limited Liability Partnership firm registered under the Limited Liability Partnership Act of 2008 and operating for the last 10 years in Business Consulting as of March 31,2023	We understand that although joint venture of consortium is not allowed for this assignment, sub-contracting is allowed. Request the authority to please confirm.	The relevant section/clause of the RFP prevails

S.No	Section , Subsection, Page	Content of RFP requiring Clarification	Change/Clarification requested	Response
3.	Section 4.20.2 Liquidated Damage Page No. 17	Notwithstanding JIADA's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Bidder.	We request the authority to kindly limit the liquidated damages to 5% of the value of the contract.	The relevant section/clause of the RFP prevails
4.	Section 5 Scope of Work Page 26 and 27	<p><u>Part I – Process reform of Industrial Area Services</u></p> <ul style="list-style-type: none"> Propose key changes in Land & Building regulations as per the Jharkhand Building Bye Laws-2017 <p><u>Part III – Industrial Park Promotion</u></p> <ul style="list-style-type: none"> The Consultant shall carry out a detailed location and site analysis based on the higher employment creation and economic development which shall include connectivity, regulatory assessment i.e., guidelines pertaining to zoning and land use, change of land use, city development plans, FAR regulations, ground coverage, height restrictions and permissible BUA etc. 	<p>Undertaking the mentioned activities requires the competency of urban/ master planning and for the same, input of an architect (urban/ master planner) is recommended.</p> <p>In view of the same, we request the authority to include an urban planner position. The position can be intermittent based on project requirement.</p>	The relevant section/clause of the RFP prevails

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
5.	Section 5 Scope of Work Page 28	<u>Part VII: Industrial Area Development Strategy</u> <ul style="list-style-type: none"> • Assistance/handholding JIADA in development of sectoral specific parks across the States by drafting EOIs, RFPs for hiring of technical consultants and contractors. 	<p>Drafting tender documents for hiring technical consultants and contractors would require procurement and technical experts.</p> <p>In view of the same, we request the authority to include subject matter specialist (technical – civil and electrical). The position can be intermittent based on project requirement.</p> <p>Also considering the procurement related support envisaged in the Scope of work, it is proposed to include a full-time procurement expert in the team</p>	The relevant section/clause of the RFP prevails
6.	Section 5 Scope of Work Page 27	<u>Part III – Industrial Park Promotion</u> <ul style="list-style-type: none"> • Assistance/handholding for hiring third party agencies through competitive bidding for preparing master plans, financial feasibility reports and DPRs for the projects involving following activities <ul style="list-style-type: none"> ○ Drafting of Request for Proposal(s) (RFP), Expression of Interest, Rate contract ○ Understanding and recommending possible Scope of Work for the work to be executed ○ Setting up of competitive selection and evaluation criteria for selection of JIADA vendor ○ Drafting of contract agreement in consultation with JIADA officials ○ Formulation of responses to bidder queries. ○ Assistance/handholding JIADA officials in floating e-tender and accepting online response 	<p>Drafting of contract agreement requires drafting on legal clauses.</p> <p>We as a firm are not allowed to provide legal advisory / opinion as per the directives of bar council. We understand that the drafting of the legal clauses in the contract agreement would be undertaken by the in-house legal expert(s) of JIADA.</p> <p>Also, we understand that we shall only be providing procurement-related support to the client, but final decision related to procurement shall be taken by the client only.</p> <p>Please confirm.</p>	The relevant section/clause of the RFP prevails

		<ul style="list-style-type: none"> ○ Evaluation of Bid documents ○ o Project management & monitoring of the services of various vendors to enable timely completion of the project 		
7.	<p>Section 5 Scope of Work</p> <p>Page 27 and 28</p>	<p><u>Part IV: Assistance JIADA in taking Environmental Clearance of Industrial Areas</u></p> <ul style="list-style-type: none"> ● Assist JIADA in appointment of environmental consultant for preparation of Environmental Impact Assessment reports and Environmental Clearance reports of Industrial parks/Estates. ● Consultant will update JIADA regarding the provisions of existing Solid Waste Management Rule 2016 and any amendment or changes thereof. ● Consultant will assist JIADA in implementing SWM Rules 2016 by developing an implementation plan on the basis of site visit and inputs from various stakeholders. ● Consultant will assist JIADA in planning the implementation of various NGT orders related to industrial areas. ● Assist JIADA in availing Consent to Establish (CTE) and Consent to Operate (CTO) from Jharkhand State Pollution Control Board (JSPCB) for projects of JIADA 	<p>Undertaking this activity would require knowledge of environmental clearances/ EIA/ EMP and prevailing environmental rules/ guidelines.</p> <p>In view of the same, we request the authority to include an environment specialist position. The position can be intermittent based on project requirement.</p>	<p>The relevant section/clause of the RFP prevails</p>

8.	Section 6 Team Composition Page 29 and 30	<ul style="list-style-type: none"> • Team Leader • Policy Expert • Project Appraisal Experts (4 in nos.) • ICT Experts (2 in nos.) 	<p>Considering the scope of work, it is requested to allow subject matter experts (urban/ master planner, technical – civil and electrical, and environmental expert) to be added. The position can be intermittent based on project requirement.</p> <p>Also considering the procurement related support envisaged in the Scope of work, it is proposed to include a full-time procurement expert in the team</p> <p>We understand that we shall be allowed to deploy resources outside our payroll for this assignment as required.</p>	The relevant section/clause of the RFP prevails
9.	Section 6 Team Composition Page 30	If at any point in time, the JIADA feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 4 weeks.	Request the authority to increase this timeline to 6 weeks.	The relevant section/clause of the RFP prevails
10.	Section 7.2 Technical Proposal Evaluation Parameters (i) Financial Capacity Page 32	<p>Average Annual turnover from industry department/Industrial area authority/Government industrial corporations of any state/UT in India during Financial Year 19-20, 20-21 and 21-22</p> <ul style="list-style-type: none"> • <25Crores: 0 Marks • >25upto40 Crores: 4 Marks • >40upto50Crores: 8 Marks • Above 50Crores:10 Marks 	<p>Please note the following submissions:</p> <p>We understand that you are referring to annual turnover from advisory / consulting services provided to industry department/Industrial area authority/ Government industrial corporations of any state/ UT in India</p> <p>This assignment requires multiple competencies such as investment promotion, IPRS, EODB & business process reengineering, industrial area strategy, and ICT. Experience of similar assignments related to these competencies involve clients from multilateral (such as ADB for</p>	The relevant section/clause of the RFP prevails

			<p>IPRS) and central Govt. entities (like NICDC for industrial corridors, DPIIT for investment promotion, central ministries for sectoral investment promotion/ industrial strategy formulation etc.). We request you to kindly include experience of these clients as well</p> <p>Restricting the annual turnover only from “industry department/Industrial area authority/Government industrial corporations of any state/UT in India” will not take into consideration relevant engagements with other relevant nodal agencies.</p> <p>It is practically difficult for our auditors to ascertain the value of advisory / consulting services to only state industrial department / authority / corporation clients</p> <p>We feel that this is a restrictive evaluation parameter and would like to request the authority to remove this evaluation parameter and adjust with the other parameters.</p>	
--	--	--	---	--

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
11.	Section 7.2 Technical Proposal Evaluation Parameters (ii) Experience Page 32 and 33	<p>Experience of Knowledge Partner/consulting assignment with Industry Department/industrial authority/government industrial corporation of any state/UT in India with engagement duration of at least 02years in the last 5years ending 31st march 2023 with a project value of minimum 03 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</p> <p>2 marks each project subject to maximum of 20marks</p>	<p>This assignment requires multiple competencies such as investment promotion, IPRS, EODB & business process reengineering, industrial area strategy, and ICT. Experience of similar assignments related to these competencies involve clients from multilateral (such as ADB for IPRS) and central Govt. entities (like NICDC for industrial corridors, DPIIT for investment promotion, central ministries for sectoral investment promotion/ industrial strategy formulation etc.). Many of these similar assignments are less than 2 years duration with a project value of less than 3 Crore.</p> <p>In view of the same, request the authority to please modify the evaluation parameters as per the following –</p> <ul style="list-style-type: none"> • Remove the condition of engagement duration of at least 2 years <ul style="list-style-type: none"> • Change the condition of minimum project value of 03 crore to 01 crore • Change the condition of last 5 years to last 7 years • Include central Govt. entities and multilaterals (IDA) clients <p>We feel that with the revised criteria, the bidding process would involve multi-competency engagements for evaluation from all the bidders.</p>	The relevant section/clause of the RFP prevails

12.	<p>Section 3.1 Eligibility requirements for the Consultant</p> <p>Refer Table – Software Development Experience</p> <p>Page 5</p> <p>And;</p> <p>Section 7.2 Technical proposal evaluation parameters</p> <p>Sl. No. (ii) (b)</p>	<p>Section 3.1 - Eligibility requirements for the Consultant:</p> <p>Bidder should have experience of Implementation of large-scale IT project of value not less than 10 crores in last 10 years</p> <p>Section 7.2 - Technical proposal evaluation parameters:</p> <p>Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22 with engagement duration of at least 1 year in the last 5years with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</p> <p>2 marks each project subject to maximum of 10 marks</p>	<ol style="list-style-type: none"> 1. Request to please confirm if the contract value of the software development project / large scale implementation project is 2 crores for each project or 10 crores for each project. 2. Request to please remove the experience requirement for ‘...software development projects with industry department of any state of India...’ since this clause is highly restrictive. Also, IT implementation / software development is technical activity that does not require specific experience related to industry department. 	<p>The relevant section/clause of the RFP prevails</p>
-----	---	---	---	--

13.	<p>Section 5 Detailed Scope of Work</p> <p>Part IX: Implementation and supervision of the Information and Communication Technology (ICT).</p> <p>Page 29</p>	<ul style="list-style-type: none"> • Design, develop, host and maintain business services e.g. Land Bank, Land Allotment, Online Payment Management and other such services • Design, develop, host and maintain post land allotment services e.g. Surrender of allotted plots, Transfer of Lease Hold Rights, Mortgage Rights, Merge Demerge Amalgamate, Change in Constitution, Change in Shareholding , Renewal of Lease of Allotted plots, Date of Production, Unit Expansion, Unit Existence & Operational Certificate etc. • Integration with State Single Window system, India Industrial Land Bank (IILB) and other such portals as required from time to time by state department or central ministries. • Implementation of Business Reform Action Plan (BRAP) under Ease of Doing business reforms as mandated by DPIIT 	<p>Request to please confirm the following:</p> <p>We understand that all costs related to development, hosting and maintenance of application / technology shall be borne by the client.</p> <p>We also understand that the consultant shall provide advisory services with respect to the technology design and implementation and the client will hire separate Systems Integrator(s) as required for the development activities.</p>	<p>Yes, all cost related to development, hosting and maintenance of application/ technologies will be borne by JIADA.</p>
-----	--	--	--	---

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
14	Section 5 Detailed Scope of Work Part II: Assistance to Land Allotment Committee (LAC) and Project Clearance Committee Page - 26	The selected agency will place one consultant in each of the four regional offices of JIADA, namely Adityapur, Bokaro, Ranchi and santhal Pargana to provide assistance in project appraisal and scrutiny of applications received for Land Allotment	Please confirm if the costs related to the boarding / lodging and transportation of these resources will be borne / re-imbursed by the client.	The cost towards boarding / lodging and transportation will be borne by the bidder.
15	Section 3.1, Part	The bidder should be a single Business Entity. (Any kind of Joint Venture or consortium is not allowed either in scope of work or team).	We request the authority to please allow JV/Consortium.	The relevant section/clause of the RFP prevails
16	Section 5, Part IV, Pg 28	Consultant will assist JIADA in implementing SWM Rules 2016 by developing an implementation plan on the basis of site visit and inputs from various stakeholders.	Please elaborate on type of support envisaged.	The relevant section/clause of the RFP is self explanatory.
17	Section 5, Part IV, Pg 28	Consultant will assist JIADA in planning the implementation of various NGT orders related to industrial areas.	Please elaborate on type of support envisaged.	The relevant section/clause of the RFP is self explanatory.
18	Section 5, Part IV, Pg 28	Assist JIADA in availing Consent to Establish (CTE) and Consent to Operate (CTO) from Jharkhand State Pollution Control Board (JSPCB)for projects of JIADA	Please elaborate on type of support envisaged.	The support required would be facilitative in nature.

19	Section 5, Part IX, Pg 29	<p>Design, develop, host and maintain business services e.g. Land Bank, Land Allotment, Online Payment Management and other such services</p> <p>Design, develop, host and maintain post land allotment services e.g. Surrender of allotted plots, Transfer of Lease Hold Rights, Mortgage Rights, Merge Demerge Amalgamate, Change in Constitution, Change in Shareholding , Renewal of Lease of Allotted plots, Date of Production, Unit Expansion, Unit Existence & Operational Certificate etc.</p>	<p>Design and provide specifications for development and updating of business services e.g. Land Bank, Land Allotment, Online Payment Management and other such services</p> <p>Design and provide specifications for development and updating of post land allotment services e.g. Surrender of allotted plots, Transfer of Lease Hold Rights, Mortgage Rights, Merge Demerge Amalgamate, Change in Constitution, Change in Shareholding , Renewal of Lease of Allotted plots, Date of Production, Unit Expansion, Unit Existence & Operational Certificate etc.</p>	The relevant section/clause of the RFP prevails
20	Section 5, Part IX, Pg 29	Integration with State Single Window system, India Industrial Land Bank (IILB) and other such portals as required from time to time by state department or central ministries.	Provide concept and support for integration with State Single Window system, India Industrial Land Bank (IILB) and other such portals as required from time to time by state department or central ministries.	The relevant section/clause of the RFP prevails
21	Section Sheet, Money Page 3 1. Fact Earnest Deposit,	INR 5,00,000/- (Rupees five lakhs only) in form of Demand Draft in favour of JIADA OR Bank Guarantee in favour of M.D JIADA (to be submitted physically latest by 1.00 PM on 17 th May 2023)	As per RBI's guidelines, in order to send SWIFT message to the JIADA's Bank regarding issuance of Bank Guarantee, we request you to share the following banking details: Account Name, Account Number, Branch Address, IFSC Code. We understand that Bank Guarantee from any Bank (including Private Sector Banks) will be considered. Kindly confirm.	Demand Draft or Bank Guarantee does not require Bank Account Details. Hence the relevant section/clause of the RFP prevails.

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
22	Section 3. Eligibility Criteria, Sub-Section 3.1 Eligibility requirements for the Consultant, Turnover from Government Consulting Services, Page 4	The bidder should have a minimum annual turnover of INR 100 crore from Government/Public Sector consulting services in India in each of the 3 financial years for FY 19-20, 20-21 and 21-22.	We request you to modify the clause as follows: The bidder should have a minimum annual turnover of INR 10 crore from Government/Public Sector consulting services in India in each of the 3 financial years for FY 19-20, 20-21 and 21-22.	The relevant section/clause of the RFP prevails
23	Section 3. Eligibility Criteria, Sub-Section 3.1 Eligibility requirements for the Consultant, Software Development Experience, Page 5	Bidder should have experience of Implementation of large-scale IT project of value not less than 10 crore in last 10 years.	We understand that there is no cap on number of projects of value INR 10 crore. Therefore, even if the bidder has undertaken one project of value INR 10 Crore in the last 10 years, the same will be considered.	Yes
24	Section 4. Instruction to Bidders, Sub-Section 4.3. Complaint Tenders/ Completeness of Response, Page 7	The Proposals must be complete in all respects, Indexed. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page. All the proposals should be submitted through hardcopy as given in the section 4.5.4 within due date. The bidder should submit all original documents and hard bound copy of proposals to the JIADA at the time of technical presentation.	We understand that only the EMD in form of Demand Draft / Bank Guarantee has to be submitted by the Bidder physically and all the other tender documents have to be submitted online as outlined in Section 1. Fact Sheet, S. No. 12. Mode of Submission of Tender, Page 3. Kindly confirm.	The relevant section/clause of the RFP is very clear in this respect.

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
25	Section 4. Instruction to Bidders, Sub-Section 4.16 Confidentiality, Page 13		<p>We request you to add the following as “S. No. f”</p> <p><i>“Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of Bidder shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Bidder may use or develop in connection with this Contract. The Bidder is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Bidder”</i></p>	The relevant section/clause of the RFP prevails
26	Section 4. Instruction to Bidders, Sub-Section 4.20.2 Liquidation Damage, Page 17	<p>The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the total value of the fee received under this Contract.</p>	<p>We request you to modify the clause as follows:</p> <p><i>The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the 10% of the total value of the fee received under this Contract.</i></p>	Yes referred to corrigendum No.1

27	Section 5. Scope of Work, Part VI Support JIADA in management of Industrial Area related services for Ease of Doing Business compliance, Page 28	Earmarking of JIADA land bank on Geographical Information System for Ease of Doing Business (Ease of Doing Business) compliances.	We understand that the selected bidder will only be responsible for providing functional inputs for updating the Geographical Information System (GIS). The updation of the GIS will be undertaken by the existing system integrator. The selected bidder will not have the responsibility to develop / maintain the GIS. Kindly confirm. In case, the Bidder is expected to update the GIS system, we request you to kindly confirm the platform on which the current GIS system has been built and whether the source code will be provided to the Bidder for making the expected changes	The relevant section/clause of the RFP prevails
----	--	---	---	---

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
28	Section 5. Scope of Work, Part IX Implementation and supervision of the Information and Communication Technology (ICT), Page 29	Not applicable	<p>We request you to kindly provide details of the current system Architecture.</p> <p>We understand that all the existing and new services will be modified / developed on the existing platform / portal. Kindly confirm.</p> <p>We understand that except the land allotment service and building permit service, all other services are under development. Request you to provide a complete list of services for which online system has to be upgraded / developed with its current development status (i. e. already online, under development).</p> <p>In case, a particular service is under development request you to kindly confirm whether the Functional Requirements Specification (FRS) & System Requirements Specification (SRS) document for the same will be available for use by the Bidder.</p> <p>We request you to kindly confirm whether the applications such as Land Bank, Building Permit, and other services have to be linked to the GIS system.</p> <p>We understand that the cost related to procurement of servers and software Licenses, etc., (as applicable) will be borne by the JIADA. Kindly confirm.</p>	The relevant section/clause of the RFP prevails

29	Section 6. Team Composition, Qualification and Experience, S. No. 3. Project Appraisal Expert, Page 29	<ul style="list-style-type: none"> • MBA or Equivalent/ B.Tech/ M.Tech with 7 years of post-qualification experience. • He/She should have completed the above mentioned degree in full-time mode. • Experience of project appraisal with the industry department or industrial area authority/corporation of any state in India. 	<p>We request you to modify the clause as follows:</p> <ul style="list-style-type: none"> • <i>MBA or Equivalent/ B.Tech/ M.Tech with 3 years of post-qualification experience.</i> • <i>He/She should have completed the abovementioned degree in full-time mode.</i> • <i>Experience of project appraisal with the industry department or industrial area authority/corporation of any state in India.</i> 	The relevant section/clause of the RFP prevails
30	Section 6. Team Composition, Qualification and Experience, S. No. 4. ICT Expert, Page 29	<ul style="list-style-type: none"> • MCA/ BE/B.Tech (Computer Science/Information Technology) with at least 5 years of experience in PHP and SQL server platform • Should have experience of working on software development projects with various state/ central governments. 	<p>We request you to modify the clause as follows:</p> <ul style="list-style-type: none"> • <i>MCA/ BE/ B. Tech (Computer Science/Information Technology / Electronics) with at least 3 years of experience in PHP and SQL server platform</i> • <i>Should have experience of working on software development projects with various state/ central governments.</i> • <i>Proficiency of working in similar domain and technology will be an added advantage.</i> 	The relevant section/clause of the RFP prevails

S.No	Section #, Subsection#, Page#	Content of RFP requiring Clarification	Change/Clarification requested	Response
31	Section 6. Team Composition, S. No. 4. ICT Expert, Page 29	ICT Expert - 2	<p>Based on our review of the scope of work of the IT component, the proposed resources i.e. 2 may be sufficient for the updation and maintenance of the existing services. However, development of new services would require deployment of additional resources.</p> <p>In view of the above, we request you to kindly confirm the following:</p> <ul style="list-style-type: none"> • Based on requirements estimated by bidder and mutual agreement with JIADA, additional resources shall be deployed for the project. • The payment for the additional resources will be made to bidder as per the Consultant-wise/Experience-wise rates quoted by the bidder in proposal. 	The relevant section/clause of the RFP prevails
32	Section 7. Evaluation and Selection, 7.2 Technical Proposal Evaluation Parameters, (i) Financial Capacity, Page 32	<p>a. Average annual turnover from Government/Public sector consulting in India during Financial Year 19-20, 20-21 and 21-22</p> <ul style="list-style-type: none"> • <100Crores: 0 Marks • >100 upto200 Crores: 4 Marks • >200 upto300 Crores: 8 Marks • Above 300Crores:10Marks 	<p>We request you to modify the clause as follows:</p> <p><i>a. Average annual turnover from Government/Public sector consulting in India during Financial Year 19- 20, 20-21 and 21-22</i></p> <ul style="list-style-type: none"> • <10Crores: 0 Marks • >10 upto20 Crores: 4 Marks • >20 upto30 Crores: 8 Marks • Above 30Crores: 10 Marks 	The relevant section/clause of the RFP prevails

33	Section 7. Evaluation and Selection, 7.2 Technical Proposal Evaluation Parameters, (i) Financial Capacity, Page 32	<p>b. Average Annual turnover from industry department/Industrial area authority/Government industrial corporations of any state/UT in India during Financial Year 19-20, 20-21 and 21-22</p> <ul style="list-style-type: none"> • <25Crores: 0 Marks • >25upto40 Crores: 4 Marks • >40upto50Crores: 8 Marks • Above 50Crores:10 Marks 	<p>We request you to kindly delete this clause and re-allocate marks for this section (10 Marks) to “a. Average annual turnover from Government/Public sector consulting in India during Financial Year 19- 20, 20-21 and 21-22”</p>	The relevant section/clause of the RFP prevails
34	Section 7. Evaluation and Selection, 7.2 Technical Proposal Evaluation Parameters, (ii) Experience, Page 32 & 33	<p>a. Experience of Knowledge Partner/consulting assignment with Industry Department/industrial authority/government industrial corporation of any state/UT in India with engagement duration of at least 02 years in the last 5 years ending 31st March 2023 with a project value of minimum 03 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</p> <p>2 marks each project subject to maximum of 20 marks</p>	<p>We request you to modify the clause as follows:</p> <p><i>a. Experience of Knowledge Partner/consulting assignment with Industry Department/industrial authority/government industrial corporation / MSME Department of any state/UT in India with engagement duration of at least 01 year in the last 8years ending 31st March 2023 with a project value of minimumINR01 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</i></p> <p>4 marks each project subject to maximum of 20 marks</p>	The relevant section/clause of the RFP prevails

35	Section 7. Evaluation and Selection, 7.2 Technical Proposal Evaluation Parameters, (ii) Experience, Page 32 & 33	<p>b. Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22with engagement duration of at least 1 year in the last 5 years with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</p> <p>2 marks each project subject to maximum of 10marks</p>	<p>We request you to modify the clause as follows:</p> <p><i>b. Experience of working on software development projects with Industry Department/Urban Department/Municipalities/Nagar Palika and other Government entities within the last 10 years with a project value of minimum INR 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</i></p> <p><i>2 marks each project subject to maximum of 10 marks</i></p>	The relevant section/clause of the RFP prevails
36	Section 7. Evaluation and Selection, 7.2 Technical Proposal Evaluation Parameters, (v) Strength of the proposed team, Page 33	<p>Project Manager (4 marks)</p> <p>Policy Expert (2 Marks)</p> <p>Project Appraisal Expert (8 Marks)</p> <p>ICT Expert (6 Marks)</p>	<p>We request you to kindly provide further break-up of marks for each resource i. e. marks allocated for education and experience of the resource.</p> <p>Given that there is a requirement for 4 Project Appraisal Experts and 2 ICT experts, the total marks will be further allocated to each resource equally i. e. 2 marks for each Project Appraisal Expert and 3 marks for each ICT Expert. Kindly confirm.</p>	The relevant section/clause of the RFP prevails
37	Section 7. Evaluation and Selection, 7.3 Financial Evaluation, Page 34	<p>Financial Proposals of only those Applicants who scores at least 80% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.</p>	<p>We request you to modify the clause as follows:</p> <p><i>Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.</i></p>	Refer to Corrigendum No.-1

38	Section 7. Evaluation and Selection, 7.4 Selection, Page 34	The Bidder scoring the highest Total Score shall be declared as the —Selected Consultant.	We request you to kindly clarify, in case of a tie in the score what will be the methodology for finalization of the “selected consultant”.	In case of tie in the total score then the selection of consultant will be decided through Lottery
39	6.TeamComposition	ICT Expert -02	<p>We understand that the ICT expert will be responsible for implementing and automating the various business processes as indicated in part I to IX under scope of work of the RFP document.</p> <p>Besides this team will proactively work towards the closure of security audit observation points on periodic basis, fixing issues, bugs, integration with third party portals and support to investors and implementation of annual Business reform points under EoDB mandate.</p> <p>Keeping in view the above scope of work, we understand that 2 ICT resources won't be able to meet the pace and priority of development activities of JIADA. Therefore, we request to kindly increase the ICT Expert requirement from 2 to 4.</p>	The relevant section/clause of the RFP prevails
		Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22 with engagement duration of at least 1 year in the last 5 years with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period) 2 marks each project subject to maximum of 10 marks	We request to modify the clause as follows: “Experience of working on a software development projects with industry department of any state of India during last 5 years with engagement duration of at least 1 year of project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period) 2 marks each project subject to maximum of 10 marks ”	Refer to Corrigendum No.1

40	Application Hosting		We understand that all the ICT infrastructure required for application hosting and maintenance shall be provided by JIADA. Kindly confirm	Yes all the ICT infrastructure required for application hosting and maintenance will be provided by JIADA. However Laptop/ Computer/ Mobile and accessories thereto shall be provided by the successful bidder.
41	Limitation of Liability		Request you to kindly add below Limitation of Liability clause “The JIADA shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. JIADA shall not recover from the Consultant, in contract or tort, under statute otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. In case the client does not agree to include the proposed clauses, then Consultant’s liability remains unlimited	The relevant section/clause of the RFP prevails

42	Intellectual Property Rights,		Request you to please add the following under Intellectual Property Right clause: “Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not JIADA Information reflected in them). Upon payment for the Services, JIADA may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.”	The relevant section/clause of the RFP prevails
43	Disclosure		Kindly include disclosure clause as follows: 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 land/or proprietary. Parties may, however, disclose such confidential information to the extent that	The relevant section/clause of the RFP prevails

			<p>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,</p> <p>(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 3years from the date of termination of this Agreement.”</p>	
44	Termination		<p>Kindly include below termination clause Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to JIADA if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations</p>	The relevant section/clause of the RFP prevails
45	5. Scope of Work	Detailed Scope of Work, Part IX: Implementation and supervision of the Information and Communication Technology (ICT)	We understand that selected vendor will not be responsible for owning of legacy data, documents, portal, land allotments, or related litigation and responses. Kindly confirm	Yes, the selected vendor will not be responsible.