

F.NO.17M(21)/35-AA-01/2019-32TC2
Government of UP
State Planning Commission
Planning Department

Dated: 09 May,2022

Corrigendum

The following Corrigendum is hereby issued to the RFP document [447/2022-17M(21)3-AA-12019-32] and Tender ID [2022_DP[UP_678527_1] regarding selection of consultant to boost up the size of Gross State Domestic Product (GSDP) of Uttar Pradesh to One Trillion dollar in five years(2022-27).

2- The amendments in RFP are as under:

Clause No.	Existing Clause	Amendment
Section 1: 1- Definitions Page No.- 2	New Entry	(q) "Overseas Project" means Projects undertaken outside India
14.1 Page No.-8	<u>Criteria & Sub Criteria</u> <u>1-Previous Experience</u> <u>(Project Handled)-30 marks</u> a)Specific experience of working on similar projects-15 Marks (i)3 or more projects - 15 marks (ii) 2 projects - 10 marks (iii) 1 project - 5 marks	<u>Criteria & Sub Criteria</u> <u>1-Previous Experience</u> <u>(Project Handled)-30 marks</u> a)Specific experience of working on similar projects- 25 Marks (i) 5 or more projects - 25 marks (ii) 4 projects - 20 marks (iii) 3 projects - 15 marks (iv) 2 project - 10 marks
	b)Experience of working with Central Government/State Governments/ UTs and their related institutions in the last 10 years-10 marks (i) 5 or more Governments - 10 marks (ii) 4 Governments - 08 marks (iii) 3 Governments - 6 marks (iv) 2 Governments - 4 marks (v) 1 Government - 2 marks	Deleted
	c)Specific Experience of carrying out field survey work-5 marks	c)Specific Experience of carrying out field survey work- 5 marks

14.1 Page No.-8	<u>2-Methodology-30 Marks</u> a)Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the Terms of Reference-5 marks.	Deleted
	b)Technical Approach and methodology -15 marks	a)Technical Approach and methodology - 20 marks
	c)Work Plan-10 marks	c)Work Plan- 10 marks
14.1 Page No.-8	<u>3-Resourcing-40 Marks</u> a)Team leader (Qualification + Experience) -15 marks	<u>3-Resourcing-40 Marks</u> a) Team leader (Qualification +Experience) - 15 marks
	b)Team Members(Qualification+ Experience)-25 marks	b)Team Members(Qualification+ Experience) - 15 marks
	New Entry	c) Two Case studies for similar work / project for an Indian Central / State Government / megacities (population > 4 million) or outside India, of which at least one should be in India by bidder.- 10 Marks
14.1 Page No.-8	Similar projects means those projects on strategic planning and policy studies related to the Scope of Work, as defined in Terms of Reference Section B during the last ten years in Central Government/State Governments/ UTs and their related institutions with project fee of not less than INR 1.00 Cr.	Similar projects means those Indian and Overseas projects on strategic planning, policy framing and implementation as per Scope of Work, as defined in Terms of Reference Section B during the last ten years in Central /Federal /State/Provincial Governments/ UTs / megacities and their related institutions with project fee of not less than INR 5.00 Cr. <i>For Megacities similar projects leading to accelerated economic growth of the region will be considered only.</i> Case studies will be assessed on the basis of its declared goals and final outcomes.
20 Page No.-11	Payment Schedule The engagement fees would be linked to the deliverables of the project. After acceptance of the Technical Report by the HPC, 10 % of the contract value will be paid. Similarly, after assigning of work, the rest amount shall be paid from the next quarter in 18 equated quarterly instalments, at the end of each quarter and after satisfactory performance review by the HighPowered Committee (HPC) on the basis of KPIs, actual human resource deployed, milestones achieved as defined in Terms of Reference and growth impact.	Payment Schedule The engagement fees would be linked to the deliverables of the project. After acceptance of the Technical Report by the HPC, 10 % of the contract value will be paid. Similarly, after assigning of work, the rest amount shall be paid from the next quarter in 18 equated quarterly instalments, at the end of each quarter and after performance review by the High Powered Committee (HPC). A committee of Experts may be formed to assist HPC in assessing the performance of project. Performance of the consultant will be assessed by HPC on the basis of milestone achieved by the consultant. However, In

		this regard decision of HPC will be final.
21 Page No.-11	<p>Penalty Clause</p> <p>21.1 Failing to deliver on time and in required size and spread and to achieve the agreed mile-stones as mentioned in the proposal, will attract penalty as follows:-</p> <p>I- Penalty of 0.2% of the contract value per day will be imposed if the Technical Report is not submitted within the stipulated time frame. "Day" means default from the first day of expiry of stipulated timeline.</p> <p>II- After assigning of work, if the agreed milestones are not achieved, penalty will be imposed as under:-</p> <p><u>First default</u> – warning with a stipulated new time-frame as approved by the HPC.</p> <p><u>Second default</u>- penalty of 0.2% of the contract value per day. "Day" means default from the first day of expiry of stipulated timeline.</p> <p><u>Third default</u>- Termination of contract and permanent blacklisting of the agency from the State government. Also recovering the entire amount paid till that time to the agency, with applicable nationalised bank interest rate.</p> <p>21.2 Failure to actually deploy human resources as mentioned in RFP would result in penalty @ of 0.2 percent of the contract value per day.</p>	<p>Penalty Clause</p> <p>21.1 Failing to deliver on time and in required size and spread and to achieve the agreed mile-stones as mentioned in the proposal, will attract penalty as follows :-</p> <p>I- Penalty of 0.2% of the contract value per day will be imposed if the Technical Report is not submitted within the stipulated time frame. "Day" means default from the first day of expiry of stipulated timeline.</p> <p>II- After assigning of work, if the agreed milestones are not achieved, penalty will be imposed as under:-</p> <p><u>First default</u> – warning with a stipulated new time-frame as approved by the HPC.</p> <p><u>Second default</u>- penalty of 0.2% per day <i>subject to maximum of 10% of the amount payable for that quarter.</i> "Day" means default from the first day of expiry of stipulated timeline.</p> <p><u>Third default</u>- State government may terminate the contract and permanent blacklist the agency from the State government. Also recovering the entire amount paid till that time to the agency, with applicable nationalised bank interest rate.</p> <p>21.2 Failure to actually deploy human resources as mentioned in RFP would result in penalty @ of 0.2 percent of the contract value per day.</p>
22 Page No.-11	<p>22.Scope exclusions:</p> <p>22.1 No onsite survey of any land or infrastructure needs to be conducted.</p> <p>22.2 The consultant does not need to provide or develop any technology tools.</p> <p>22.3 No public survey is required to be undertaken.</p>	Delete
24(e) Page No.-12	<p>Termination of Contract: The Consultant's association with the Employer will terminate in case of expiry of term of contract. The Government will have the right to terminate the contract in case of non-adherence to the time-lines, below expected level performance and non-satisfactory and non-acceptable quality of work or any other activities detrimental to Government and may recover the amount already paid.</p>	<p>Termination of Contract: The Consultant's association with the Employer will terminate in case of expiry of term of contract. The Government will have the right to terminate the contract in case of non-adherence to the time-lines, below expected level performance and non satisfactory and non-acceptable quality of work or any other activities detrimental to Government of Uttar Pradesh and may invoke Performance Guarantee..</p>

TOR-Scope of Work-Section C clause-d Page No.-21	On this entire path of achieving one trillion dollar economy, the agency needs to steer with a total responsibility to mobilise required investments well in advance, preferably sector wise. Both small scale and large scale. The agency should avoid large scale events based activities and road shows in this regard.	On this entire path of achieving one trillion dollar economy, the agency needs to steer with a total responsibility to prepare strategy to mobilise , required investments (both small and large scale) well in advance preferably sector wise, and <i>handhold the concerned departments in achieving the milestones / investments during the contract period.</i>
TOR-Scope of Work-Section C clause-f Page No.-21	In the technical report the agency need to clearly indicate its quarterly milestones, achievable and measurable.	In the technical report the agency need to clearly indicate its quarterly milestones, achievable and measurable including any updation or changes as and when required.
TOR-Scope of Work-Section D clause-c Page No.-22	The final technical report will be presented before the HPC for approval and the Planning department will inform the agency regarding acceptance of the report and assign the project accordingly.	The final technical report will be presented before the HPC for approval and the Planning department will inform the agency regarding acceptance of the report and assign the project for implementation accordingly.
TOR-Scope of Work-Section D clause-f Page No.-22	The project team, as indicated in the Technical proposal, shall be based in Lucknow. The team will work full time on this project and will not be assigned any other project. No office space will be provided by the Employer.	The project team,as indicated in the Technical proposal shall be for design phase and implementation phase. Each phase will consist of Core Team and experts team of different skill sets. Core Team will be based at lucknow, <i>however expert team may be allowed to operate from anywhere.</i> Further they have to be available in person on short notice as and when required. <i>The successful bidder has to bear the travel and lodging expenses of the expert team.</i>
TOR-Scope of Work-Section D clause-h Page No.-22	After assignment of project, Consultants would be required to submit report to the Planning Department on work done on monthly basis by 10 th day of following month. The Consultant would also require furnishing of any information regarding the project as and when required or asked for by the Employer	After assignment of project, Consultants would be required to develop Dashboard for monitoring of milestones and link it to big data analytics and related Software so as to generate reports and graph easily. The Consultant would also require furnishing of any information regarding the project as and when required or asked for by the Employer.
13. Page-7	Receipt and Opening of e-proposal by the Employer On receipt on e-tender portal, the technical bid will be opened and compiled by a committee under the chairmanship of Additional Chief Secretary, Planning Department as appointed by the HPC. After presentation of technical proposals, the proposals shall be evaluated by the HPC. Financial bid of technically eligible bidders will be opened and compiled by the above committee and will be evaluated by the HPC. The details of date, time and	Receipt and Opening of e-proposal by the Employer On receipt on e-tender portal, the technical bid will be opened and compiled by a committee under the chairmanship of Additional Chief Secretary/ Principal Secretary / Secretary , Planning Department as appointed by the HPC. After presentation of technical proposals, the proposals shall be evaluated by the HPC. Financial bid of technically eligible bidders will be opened and compiled by the above committee and will be evaluated by the HPC. The details of

	place of opening of bids are mentioned in the Data Sheet. It shall also be notified separately on the website of Planning Department.	date, time and place of opening of bids are mentioned in the Data Sheet. It shall also be notified separately on the website of Planning Department.
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Clarification

The following Clarifications are hereby issued to the RFP document [447/2022-17M(21)3-AA-12019-32] and Tender ID [2022_DP[UP_678527_1] regarding selection of consultant to boost up the size of Gross State Domestic Product (GSDP) of Uttar Pradesh to One Trillion dollar in five years (2022-27).

Sl.no.	Clause No.	Query	Clarification
1	Section 1, Part I, Clause 6.6	Chapter wise table of contents upto level 3-4 would be presented as part of the Technical Proposal which would be for illustration only and may be finetuned during execution.	Yes
2	Section 1, Part I, Clause 6.7 Financial Proposal	The Financial Proposal must be sought for an amount exclusive of taxes.	Financial evaluation will be done at the base price. All other tax and levies are charged as per Applicable Law.
3	Clause 12	Is there any specified format for non blacklisting certificate.	No
4	Clause 12	Whether any self- certificate is required for clause 12.1, 12.2 and 12.3 also.	Yes
5	Clause 14.1 – Table – 1	If project fee is total fee contracted or realized by the applicant and what documents would be required to be submitted by applicant.	Project fee is total fee contracted and Documents as mentioned in Form Tech-7 of the RFP.
6	Clause 14.1 – Table – 1	Can on-going projects be considered for eligibility?	No
7	Clause 14.1 – Table – 1	Whether the methodology marks will be assigned based on the methodology written in proposal or based on the Technical presentation to HPC.	As given in Clause 14.1 of the RFP "Presentations should be limited to the written proposal submitted by the Consultant.
8	Clause 18 –	The selected Consultant may	May be allowed.


	Performance Guarantee	be allowed to submit the Performance Guarantee for 1-2 years which may have to be renewed 30 days before expiry.	
9	Clause 24 a	Is there any restriction on the number of partners that can form a consortium for this bid?	No such restriction
10	Clause 24 a	What is the definition of Bidder since no Lead member is to be appointed and at the same time all members of consortium are jointly and severally responsible pursuant to clause 21. (Penalty Clause)	Consortium membership is internal matter of the bidder, because project is very vast and experts of various fields may be required. But entire responsibility of deliverables will be of lead member of the consortium.
11	Clause 24 a	In event of consortium approach by the applicant, the experience of firms in consortium will jointly be considered for evaluation.	Experience / resourcing of firms in consortium will jointly be considered for evaluation. However, MOU between the consortium members may be asked.
12	TOR B. Scope of Work 1. Understand Status	Whether Planning Department is required to facilitate the availability of data/reports from various Government Ministries/ Departments	It is the job of bidder and under his scope of work to get data from various departments.
13	TOR B. Scope of Work 2. Develop Strategic Framework Clause 2.4	The selected consultant for this project shall not be responsible for downstream work i.e. bid process, feasibility study etc.	Yes,
14	TOR B. Scope of Work 2. Develop Strategic Framework Clause 2.4	The selected consultant shall be eligible for participating in the downstream consulting assignments	No.
15	TOR B. Scope of Work 2. Develop Strategic Framework Clause 2.4	At what stage during execution of the project, will the HPC evaluate the feasibility of achieving initial set milestones for undertaking a course correction?	Monitoring of the progress will be done regularly by the HPC and appropriate decisions are taken accordingly.
16	TOR B. Scope of Work 2. Develop Strategic Framework Clause	Whether the logo and name of the selected firm shall be made public as part of the deliverables to be made	No.

	2.4	available in the public domain	
17	TOR B. Scope of Work 4. Design Institutional Clause 4.4	The number of workshops and capacity building sessions will be mutually agreed and finalised in consultation with the line department/ planning Department and the consultant	Yes
18	TOR B. Scope of Work 4. Design Institutional Clause 4.4	These workshops are to be conducted at Lucknow	Workshops may be conducted anywhere in the state of Uttar Pradesh.
19	TOR B. Scope of Work 4. Design Institutional Clause 4.4	The venue for all the workshops /trainings to be provided by the Planning Department only and the consultant are not expected to budget for the same in their proposal	In cases where more than one government departments are involved planning department will provide venue and will bear all the expenses related to workshops / trainings. In other cases same will be provided by the department for whom workshop / trainings are organised. Further in all cases all expenses related to non government experts will be borne by the consultant.
20	TOR B. Scope of Work 5.Develop Monitoring, Learning and Evaluation Framework Clause 5.3	The Planning department is equipped with Dashboard development tools such as tableau, SAS VA, Power BI.	As per clause.
21	TOR B. Scope of Work 5.Develop Monitoring, Learning and Evaluation framework Clause 5.3	The purchase of any tool for dashboard deployment is under scope exclusion.	As per RFP and Corrigendum
22	TOR B. Scope of Work 5.DevelopMonitoring, Learning and Evaluation framework Clause 5.3	The deployment of dashboard in production environment will be the responsibility of Planning/ IT Department	As per RFP and Corrigendum
23	TOR	Providing role based security	Yes, role based security on

	B. Scope of Work 5.Develop Monitoring, Learning and Evaluation Framework Clause 5.3	on the access level to dashboard will be decided and facilitated by the Planning/ IT Department.	the access level to dashboard will be decided and facilitated by the Planning/ IT Department
24	TOR B. Scope of Work 5.Develop Monitoring, Learning and Evaluation framework Clause 5.3	Authority shall bear the cost of software, server, IT Infrastructure and maintenance cost.	Cost of Software will be borne by consultant. Government will bear cost of Server, IT Infrastructure and maintenance cost .
25	TOR B. Scope of Work 5. Develop Monitoring, Learning and Evaluation framework Clause 5.5	What about the Allied departments that would be affected ? Should they be included ?	Yes they shall be included in consultation with the planning department.
26	TOR B. Scope of Work5.Develop Monitoring, Learning and Evaluation framework Clause 5.6	Designing and mass printing/circulation of the information, education and communication plan for internal as well as external stakeholders is not the responsibility of Consultant.	Yes
27	TOR B. Scope of Work5.Develop Monitoring, Learning and Evaluation framework Clause 5.6	Authority shall bear the recurring and procurement cost related to digital media or any other media.	Yes
28	TOR B. Scope of Work5.Develop Monitoring, Learning and Evaluation framework Clause 5.9	Authority shall bear the cost of software and hardware to be used for monitoring of KPIs.	Bidder will bear the cost of Software and hardware cost will be borne by government.
29	TOR B. Scope of Work 5. Develop Monitoring, Learning and Evaluation framework Clause 5.10	Procurement support would be limited to initiatives within the strategic framework undertaken by the Planning Department only.	Support will be for all the departments concerned as per the RFP.
30	TOR B. Scope of Work 5.	Implementation responsibility of the agency is limited to	Already explained in TOR Clause B Section-5

	Develop Monitoring, Learning and Evaluation framework Clause 5.10	assisting the departments in implementation of the KPI framework and any 3rd party hiring assistance will be provided only in implementation of the said KPI framework to various departments.	
31	Terms of Reference: Section C Technical Report Clause (d)	Clarification requested for "total responsibility to mobilise required investments well in advance, preferably sector wise"	As per RFP and Corrigendum
32	Terms of Reference: Section C Technical Report Clause f	To clarify the nature of milestones for the consultant/ agency.	Bidder to decide as per their work plan and proposed methodology
33	Terms of Reference: Section D Others Clause f	What would be the leave policy for the people on-site. Kindly also confirm the week wise/month wise working hours of the people deployed.	Bidder to frame leave policies etc. But they should ensure that in case of long leave of any staff, suitable second line to be available for the job.
34	Terms of Reference: Section D Others Clause (g)	A timeframe for the approval of the substitution of expert by the High Powered Committee.	HPC will make all endeavour to give approval in one month.
35	Others	The Nodal Department working closely with the consultants to implement the project smoothly.	Planning Department
36	Others	The escalation mechanism in terms of administrative delays not attributed to the consultants.	High Powered Committee
37	Others	In case of non-compliance by any sectoral authority during the implementation phase of the project can KPIs be reviewed and revised by Consultant in consultation with HPC.	Yes
38	Section 3(A), Form Tech – 2 (c)	The manpower requirement is not mentioned in the RFP.	This is bidders' domain that how many resources will be adequate to complete the job within the prescribed time

			frame. Employer will be concerned with job performance as per terms of the RFP/contract.
39		Whether corrigendum /clarification / suggestion will be uploaded on e-tender portal.	Only Corrigendum and Clarifications will be uploaded on e-tender portal.
40	OTHERS	Other Queries	As per RFP and Corrigendum


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