

**Responses to Queries of bidders as were discussed during Pre-bid meet  
held on 21-11-2012**

Sl. No.	Clause no. of RFP	Clause Details	Observation/Query of Bidders	Reply
1.	Clause 2.2.2 (2), Page 7	Experience of at least 2 long term (minimum 6 months) projects in last 5 years as Lead Consultant/Consultant/ Knowledge Partner for Central/State Governments or their agencies involving Investment Promotion Program Management	The experience of the Knowledge Partnership for Central/State Government does not specify "India" related experience which is a critical success factor. This may allow a consultant with some international experience but no specific India experience to also qualify.	<p>This may be read as "Experience of at least 2 long term (minimum 6 months) projects in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner for Central/State Governments or their agencies involving Investment Promotion Program Management".</p> <p>Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. Only those projects will be consider for eligibility and evaluation in which at least six months experience has been earned by 31 October, 2012.</p> <p>Pursuant to above, Clause no. 4.1 and Appendix-I, Form-4 of the RFP shall also be read accordingly.</p>
1 (a)	Clause 2.2.2 (3), Page 7	Experience of at least 2 global level projects in last 5 years as Lead Consultant/Consultant/	-	This may be read as "Experience of conducting at least one Global Investment Summit in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner

		Knowledge Partner involving Investment Promotion Program		involving Investment Promotion Program".  Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits.  Pursuant to above, Clause no. 4.1 and Appendix-I, Form-4(A) of the RFP shall also be read accordingly.
2.	Clause A/2.3, Page 8	Conflict of Interest: "...The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the Udyog Bandhu under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" 2- A bidder that has been engaged to provide goods, or services for a project	<ol style="list-style-type: none"> <li>1. The Conflict of Interest clauses virtually prohibit the Consultant from providing similar services to other clients in regular course. They also restrict the Consultant from bidding for any associated piece of work that may spin off from the work under this project (e.g new sector policy formulation, business regulatory reforms etc.)</li> <li>2. Further these may also restrict the Consultant from providing downstream services to the private</li> </ol>	<p>No modification required</p> <p>It is clarified that the dedicated team engaged for the assignment should not be deployed in any other state.</p> <p>Any information shared with the knowledge partner shall not be used to benefit any other client.</p>
3.	Clause E/ 2.27, Page 18	Upon receipt of Letter of Award (LOA) from the UDYOG BANDHU, the successful Bidder shall furnish the Performance	<ol style="list-style-type: none"> <li>1. The Performance Security percentage is much higher than market benchmarks</li> <li>2. The Performance Security of the Consultant idles for 18</li> </ol>	

		Security of an amount equal to 10% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form.... The performance security shall remain valid at least 3 months period beyond the expiry of the contract period along with an invocation period of further 3 months	<p>months and impacts working capital</p> <ol style="list-style-type: none"> <li>3. When seen in conjunction with 25% payment at the end of the assignment entails that over 1/3rd of the consultant fee is linked to "satisfactory performance" at the end of the assignment.</li> <li>4. This creates substantial financial risk for the Consultant as there is no clarity on the process or performance indicators that will be used to measure satisfactory performance</li> </ol>	Not considered for modification
4.	Clause E/ 2.29, Page 18	If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Udyog Bandhu reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total assignment fee.	<ol style="list-style-type: none"> <li>1. The penalty is too high and poses considerable financial risk</li> <li>2. There is no defined process or indicator of measuring "satisfactory performance"</li> <li>3. Project may be delayed due to circumstances beyond the Knowledge Partner's control/ at clients end</li> </ol>	<p>Not considered for modification</p> <p>The Parameter of satisfactory performance would be identified at the time of finalization of action plan.</p>
5.	Clause J, Page 23	25% payment on successful completion of assignment	<ol style="list-style-type: none"> <li>1. The Global Investors' Summit (GIS) would probably be between the 8-10th month and a majority of the work and effort would be done leading to the GIS</li> <li>2. Post GIS, the work will entail</li> </ol>	<ol style="list-style-type: none"> <li>1. Not considered for modification</li> <li>2. Not considered for modification</li> </ol>

			<p>more of handholding and facilitation</p> <p>3. However the payment schedule is skewed and back loaded. Almost 55% of the fee payment is after the GIS</p> <p>4. The payment of 25% at the end is linked to “successful completion” which has not been defined anywhere in the bid document</p>	<p>3. Besides quarterly payments, 10% of the assignment fee shall be paid 15 days prior to the date of Global Investment Summit. As such the last payment would be 15% in place of 25%. Accordingly payment clause mentioned at section J may be treated as modified.</p> <p>4. The successful completion has already been explained at Point no. 4 above</p>
6.	Clause J, Page 23	The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Udyog Bandhu) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule	<p>1. There is no time frame for release of payments by client once invoice is raised</p> <p>2. “Completion of satisfactory performance to be decided by Udyog Bandhu)” is very discretionary and not well defined and creates subjectivity of interpretation</p>	<p>Not found feasible</p> <p>As explained at Point no. 4 above.</p>
7.	Clause 3, Page 24	To assist in designing, developing the marketing tools....	Marketing tools is a very broad term and needs to be more clearly defined	Bidder would suggest innovative marketing tools specific to the state of Uttar Pradesh.
8.	Clause 3, Page	Designing a robust web	1. The term” robust web based	The term 'robust web based Investor

	24	based Investor Information System	<p>Investor Information System” needs to be clearly defined</p> <p>2. The Knowledge Partner’s role is to design the conceptual framework for the Investor Information system and to assist in collation of investment data/ information. It does not include designing the final web-based system for which Udyog Bandhu will need to engage a third part agency separately for implementation</p>	<p>Information System' shall be based on best practices and bench marking to be suggested by the Knowledge Partner</p> <p>The role of Knowledge Partner is to designing the conceptual frame work for creating a robust computerized investor tracking system.</p>
9.	Clause 3, Page 24	Organizing Global Investors’ Summit and defining roadmap, goals, action plan and approach for it	The clause is open ended and places Knowledge Partner with a lot of potential additional responsibility on behalf of event partner, media partner and Government	This clause may be read as 'The bidder shall assist Organizing Global Investors’ Summit and defining roadmap, goals, action plan and approach for it'
10.	Clause 3, Page 24	Designing a robust computerized Investor Tracking System	<p>1. The clause is open ended and implies a online IT based platform to be built by the Knowledge Partner</p> <p>2. The Knowledge Partner’s role is to design the conceptual framework for the Investor Tracking System. It does not include designing the final web-based system for which Udyog Bandhu will</p>	The role of Knowledge Partner is to designing the conceptual frame work for creating a robust computerized investor tracking system.

			need to engage a third part agency separately for implementation	
11.	Clause 3, Page 25	Policy Benchmarking of UP Infrastructure and Industrial Investment Policy 2012 vis-à-vis other states Analysis of strategies of investment promotion followed by other states and suggesting the best practices	The number of states is open ended	The knowledge partner is required to analyze around 8 states for marketing
12.	Clause 3, Page 25	Preparing various marketing tools and other publicity material for State investment linked profile, investor information for doing business, focus sectors (maximum 15)	The number of focus sectors cannot be as large as 15 as this will lead to dilution of marketing focus	Primarily bidder is required to study for 15 sectors and a maximum of 10 focus sectors shall be identified for detailed analyzes.
13.	Clause 3, Page 26	Detailed report on action plan for Global Summit... 6 months prior to the Summit	<ol style="list-style-type: none"> <li>1. Timeline for GIS not specified in the RFP</li> <li>2. The scope of the various deliverables are overlapping and there is no clear distinction in expectation between “Report on approach and methodology”, Presentation on action plan for Global summit” and “detailed report on action plan for Global summit.”</li> <li>3. The deliverables and their linkage to the payment</li> </ol>	GIS shall be organized around 11 <sup>th</sup> month from the zero date.

			schedule is not clear		
14.	Clause Page 28	4.2,	The qualified bidders would be required to make a PRESENTATION on technical proposal to UDYOG BANDHU and submit 5 hard copies before the presentation	It is not clear whether the presentation needs to be submitted alongwith technical proposal This could result in technical disqualification of the bidder	Bidders are not required to submit the presentation along with technical proposal. The hard copies of Presentation shall be circulated as handout at the time of presentation.
15.	Clause Page 28	4.2,	Evaluation for this criteria will be based on these 4 CVs. If more than 4 CVs are submitted then the CVs of senior most members will be considered for evaluation	<ol style="list-style-type: none"> <li>1. The Knowledge Partner's team has to have a varied mix of experts and experiences and it is not clear why only 4 CVs would be evaluated when a team of minimum 6 people is required</li> <li>2. This clause bars the Knowledge Partner from leveraging on highly senior, experienced and specialized subject matter experts (internal and external) who may not be dedicated resources but may still add significant value in terms of guidance, support and technical inputs to the execution team</li> </ol>	<p>The knowledge partner must factor in cost for 6 dedicated team members to be stationed at Lucknow. The CVs of 4 team members shall be evaluated as per Form no. 7.</p> <p>Not considered for modification</p>
16.	Form Technical Proposal, Pont 15/ Page 31	1-	We agree not to seek any changes in the aforesaid draft (agreement) and agree to abide by the same	1. The draft agreement ( and Performance Guarantee Format etc.) is not part of the RFP and may be uploaded	The legal documents are being uploaded.

			<p>after November 19( last date for written queries) or Nov 21 ( date for the prebid meeting)</p> <ol style="list-style-type: none"> <li>2. The Consultant generally needs to obtain requisite internal financial and legal compliances before signing any agreement and may need to have contract negotiations accordingly on the terms and conditions</li> <li>3. It is not possible to accept any terms &amp; conditions which are not available</li> </ol>	
17.	APPENDIX-I/ Form-4, Page 34	Experience of Long term (minimum 6 months) projects in last 5 years upto 2011-12	This clause does not take into account experience of the knowledge partner in the current year i.e 2012-13 of which 7 months have already elapsed	This has suitably been considered in the modified RFP.
18.	APPENDIX-I/ Form-4, Page 34-35	This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information, satisfactory service certificates of clients as annexed herewith have been found correct	<ol style="list-style-type: none"> <li>1. It is not standard practice for consultants to collect satisfactory service certificates from clients. Clients tend to share this voluntarily in some cases</li> <li>2. The Form requires to be signed and attested by a Chartered Accountant. No CA will be willing to verify and attest the Consultant's experience as a Knowledge Partner without an audit and</li> </ol>	This has suitably been considered in the modified RFP.



			it may require its own time and fee to do this exercise	
<b>19.</b>	APPENDIX-II/ Form-1, Point No. 2/ Page 39	Financial Proposal – Covering Letter. This financial proposal covers remuneration for all personnel....surveys, third party services and overhead charges.”	<p>1. Udyog Bandhu has not specified what kinds of surveys and third party work it may require from the Knowledge Partner</p> <p>2. The fee estimate from typically includes the time cost of the personnel providing services, team travel food, boarding, lodging and communication expenses. It may also include estimates for domestic and international travel for roadshows based on ballpark estimates</p>	<p>1. During the course of assignment, if the bidder takes third party assistance of any outside agencies in whatsoever manner, the expenses thereof shall have to be borne by the bidder. However, Udyog Bandhu would bear cost towards event manager, website developer, media partner, printing etc.</p> <p>2. The cost of survey as would be required for meeting out the objective of assignment shall be borne by the knowledge partner.</p>
<b>20.</b>	Point 1.6 page number 6 of RFP	Proposal Due date (PDD) (i.e. date of receiving RFP)- 29.11.2012, Thursday between 10:00 & 15:00 hrs.	Can we say bids are to be submitted on or before 15:00 hours on 29th November 2012 We request you to kindly consider postponement of proposal due date by two weeks on account of intervening Deepawali and Chhath holidays, i.e. we request you to consider 14th December 2012 as the proposal due date	No, the bid is required to be submitted on extended PDD.

21.	Point 2.2.3 page number 7 of RFP & Point 2.8, page 10 last line	The Applicant should submit a Power of Attorney as per the format which shall be uploaded onto the website before the PDD.	In place of Power of Attorney, can the bidders submit copy of Board Resolution authorising the signatory. Kindly clarify.	In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.
22.	Point 2.14.2 (i) page number 13 of RFP	All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, third party services, overhead charges viz. travelling, boarding and lodging and out of pocket expenses, etc.	<ol style="list-style-type: none"> <li>1. We request you to kindly clarify the terms “third party services” as mentioned in the cited paragraph.</li> <li>2. Could you please specify number of domestic road shows and locations in which road shows are envisaged</li> <li>3. Could you please specify number of international road shows to be conducted and cities / countries in which these road shows are envisaged</li> <li>4. In case, the same cannot be finalized at this point in time, then we request you to kindly reimburse the travel expenses of 3 (three) personnel from Knowledge Partner per every road show (on actual expense basis). Kindly clarify</li> </ol>	<ol style="list-style-type: none"> <li>1. As explained at Point no. 19</li> <li>2. 4 domestic roadshows and 1 global investment summit in India are tentatively proposed.</li> <li>3. 2 roadshows abroad are tentatively proposed.</li> <li>4. No TA/DA lodging shall be paid to any of the personnel of the knowledge partner. All such expenses shall have to be borne the knowledge partner.</li> </ol>
23.	Point 2.15.3 (b) page number 14	C.A. Certificate of average turnover for the preceding	1. We would be submitting copy of audited Balance Sheets for	As the statement of income exclusively from operations in providing services as lead

	of RFP	three years	<p>the financial years 2011-2012, 2010-2011 and 2009-2010</p> <p>2. We would be submitting copy of audited Profit &amp; Loss Account for the financial years 2011-2012, 2010-2011 and 2009-2010</p> <p>3. We request you to consider these statements instead of another CA certificate. Hope this will suffice.</p>	consultant/consultant/knowledge partner is required, the CA certificate is essential.
24.	Point 2.27 page number 18 of RFP and Point J (2), page number 23	The validity period of Bank Guarantee of Performance Security shall be 21 months from the date of LOA and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required.	The duration of the project is envisaged at 18 months. Can the performance security also be limited to the project duration (i.e. 18 months) instead of 21 months as sought in the RFP.	Not considered for modification
25.	Point 2.29.1 page number 18 of RFP	If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Udyog Bandhu reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total assignment fee.	25% of the fee as penalty seems very high. The normal industry practice is only 5% of the contract value. Provided, however, that no penalty shall be payable by the Consultants for delays attributable to Client or occurrence of an event which is beyond the control of the Consultant. We request you to kindly consider this favourably.	Not considered for modification

26.	Point 2.36 page number 20 of RFP	Termination of Agreement (As per RFP the client is eligible for termination of the contract for bidder's failure to perform the obligations and any material breach of the representations. On the other hand, as per the same RFP, the bidder is not allowed to terminate the agreement before its maturity)	As per RFP, the bidder is not allowed to terminate the agreement before its maturity. We seek similar clause enabling the Consultant / Knowledge Partner also to terminate the agreement	This issue has been suitably incorporated in legal agreement.
27.	Point H, page number 21 of RFP	Knowledge Partner's personnel	<ol style="list-style-type: none"> <li>1. In page 21, it is mentioned that bidder shall employ Five personnel (i.e. Team Leader, Investment Promotion Experts, Government Related Services Experts, Industry Related Sector Specific Experts and Other supporting Experts).</li> <li>2. In page 22 (2nd para), it is mentioned that bidder has to have a minimum of six</li> </ol>	In this point, intention is to have to for constitution a team of six members having collective experience of these five categories.

			<p>personnel.</p> <p>3. In page 28 (point 4.2 (e), second bullet point), it is mentioned that CVs of only four are to be submitted for evaluation.</p> <p>Could you please clarify the exact number of positions for whom CVs are going to be evaluated and the break-up of marks per every position?</p>	
28.	Point 3 (terms of reference, 11th bullet point) page number 25 of RFP	Conducting road shows and taking business delegation to appropriate national and international locations	<p>1. Could you kindly clarify how many domestic road shows are envisaged, in which cities, how many days of road show event per location, etc.</p> <p>2. Could you kindly clarify how many international road shows are envisaged, in which countries / cities, how many days of road show event per location, etc.</p> <p>3. Expenses incurred for conducting international and domestic road shows, attending conferences, foreign travel, stay, communication expenses during delegation and towards making delegation arrangements (international calls, fax messages, and couriers), etc. undertaken for</p>	Explained at Point no. 22

			<p>the purpose of this assignment would be paid by the Client directly. Further, the team of Consultants would accompany the Government delegation for such road shows. All expenses on such international/domestic road shows shall be reimbursed to the consultant on actuals as per our standard company policy, for a maximum of three personnel per every international road show and a maximum of five personnel per every domestic road show.</p>	
29.	Point 3 (terms of reference, 3rd bullet point) page number 26 of RFP	Assist in selection of a competent event manager, media consultant and website developer to support the investment campaign	<ol style="list-style-type: none"> <li>1. We presume the role of the knowledge partner is to assist Udyog Bandhu in doing the technical evaluation and Udyog Bandhu and its officials will do the mandatory requirements as per Government tender processes.</li> <li>2. We presume the following tasks are not part of the scope of Knowledge Partner for selection of Event Manager, Media Consultant and website developer: <ul style="list-style-type: none"> <li>• Preparation of pre-bid</li> </ul> </li> </ol>	Knowledge partner shall assist Udyog Bandhu in the entire selection process including the tasks mentioned in previous column.

			<p>document</p> <ul style="list-style-type: none"> <li>• Preparation of Terms of Reference</li> <li>• Preparation of Scope of Work</li> <li>• Discussions with the prospective bidders during pre-bid meeting</li> <li>• Attending any presentations made by prospective bidders and doing an evaluation</li> <li>• o Negotiation with prospective bidders</li> </ul>	
30.	Appendix-I, Form-1, point 15, page number 31	In the event of our being declared as the successful Bidder, We agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.	We request you to kindly provide us a copy of the draft agreement during the pre-bid meeting. This will help us to understand the clauses of the agreement before we submit the proposal.	As indicated in RFP, the legal documents are being uploaded.
31.	Appendix-I, Form-4, page number 34 & 35 and clause 2.2.2	CA certificate on Experience as Knowledge Partner	1. We can provide copy of the supporting documents issued by the respective clients and also copy of the documents published in relation to such	Form 4 & 4(A) have since been modified.

			<p>projects / events. It may be difficult for a Chartered Accountant to certify the number of delegates participated during such events?</p> <p>2. Considering this, we request you to kindly consider copy of such supporting documents pertaining to the project citations claimed by the bidder.</p>	
32.	Financial Proposal, Page no. 39, Appendix-II, Form-1	Calculations of Out-of-pocket expenses	<p>1. We presume any expense for officials on behalf of Government of Uttar Pradesh for the travel, boarding / lodging, food, conveyance, other misc., etc., for domestic road shows would be directly paid by Udyog Bandhu.</p> <p>2. We presume any expense for officials on behalf of Government of Uttar Pradesh for the travel, boarding / lodging, food, conveyance, visa charges, insurance expenses, other misc., etc., for international road shows would be directly paid by Udyog Bandhu.</p> <p>3. We presume any expense pertaining to road shows (both domestic and international) such as</p>	All expenses mentioned in previous coloum (except that of knowledge partner and its associates) shall be borne by Udyog Bandhu.



			charges for the venue, cost of food for the participants, cost of printing of promotional materials, equipment hire charges, charges payable to agencies for hiring 'Anchoring Person', charges for hiring other personnel at the venue, conveyance expenses for the road show, cost of transportation of materials from/to Lucknow to the venue, etc. would be directly paid by Udyog Bandhu. Kindly clarify?	
33.	Section 3 (Terms of Reference, page number 24 and 25)	Sections on "Objective" and "Scope of work"-assist in designing, developing the marketing tools, collaterals and publicity materials.	<ol style="list-style-type: none"> <li>1. The role of Knowledge Partner / Consultants under this sub task would be to provide the content for developing the publicity material.</li> <li>2. Designing the publicity material's lay out, choosing the colour combination and related tasks would be beyond the scope of the consultants. Kindly clarify if our understanding is correct.</li> </ol>	<ol style="list-style-type: none"> <li>1. Knowledge partner shall develop the content and would also assist in designing, developing the marketing tools, collaterals and publicity materials.</li> <li>2. Designing the publicity material's lay out, choosing the colour combination and related tasks would be within the ambit of scope of the knowledge partner.</li> </ol>
34.	Section 3 (Terms of Reference, page number 24, last bullet point	Designing a robust computerised Investor Tracking System	1. The role of the Knowledge Partner / Consultant would be to provide inputs to the Information Technology	Agreed

	of the page)		<p>developer who will design the robust computerised Investor Tracking System.</p> <p>2. Client will be appointing an Information Technology Expert as like the appointment of event manager, media consultant and website developer. Kindly clarify whether our understanding is correct?</p>	
35.		Budget of the Assignment	RFP as such does not mention about budget of the assignment, is it possible to provide details of the budget available for this assignment	No.
36.	Kindly refer Page-7, Instruction to Bidders, 2.2 Condition of Eligibility of Bidders, 2.2.2., S.No. 4	Should have offices in at least 10 countries preferably USA, UK, Europe, Australia, Singapore/Hongkong, and most of metro cities in India	<p>This condition may be considered as following; Should have offices in at least 10 countries, preferably in USA, Europe,</p> <p>Australia, South Africa sub-continental and Asia preferably in India.</p>	No comments to offer
37.	Refer Page-7, Instruction to Bidders, 2.2 Condition of Eligibility of Bidders, 2.2.2.,	Should have average turnover/income exclusively from operations of Rs. 500 crore (or equivalent in foreign currency)	Turnover asked seem to be very high for this type of assignment. kindly make it reasonable so that best companies could bid this assignment	The clause 2.2.2 (5) has been modified as 'The knowledge partner Should have average turnover/ income exclusively from operations of Rs. 300 crore (or equivalent in foreign currency) in providing consultancy services in previous three financial years'.

	S.No. 5			
38.		Joint Venture/Association	RFP as such does not mention about the Joint Venture/Association of consortium. Please clarify JV/association is allowed or not	Joint venture/association of consortium not allowed
39.	Refer Page no. 6, 1.6, Schedule of selection process Sl. no. 4	Proposed due date 29-11-2012, Thursday	It is requested that the submission date may please be kept 2 weeks from the date of issue of written clarifications to the queries raised by the Consultant	PDD has been extended.
40.	Refer Page No. 21,	H. Knowledge Partner's Personnel 1)Team Leader 2) Investment Promotion Experts 3) Government Related Services Experts 4) Industrial related sector specific experts 5) Other supporting experts	Kindly clarify the nos. of Experts required for the project: 1. Investment Promotion Experts-Nos...?... 2. Government Related Services Experts Nos....?... 3. Industrial related sector specific experts Nos....?... 4. Other supporting experts Nos...?	As explained at Point no. 15.
41.	Refer Page No. 23, J. Payment to selected Bidder	Kindly refer Page No. 23, J. Payment to selected Bidder	Mobilization fee is required for such type of assignment kindly re-structure the payment schedule accordingly.	Not considered for modification