

Response to the Pre-bid Queries / Pre-Bid meeting held on 27/03/2017

Queries by KPMG

S. No.	RFP Page No	RFP Section	Clause Details	Query/Suggestion	DIPP response
1	10	2.3 Earnest Money Deposit, 2.3.1	A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Pay and Account Officer, DIPP, New Delhi, payable at New Delhi, for the sum of Rs 2,00,000/- (Rupees Two Lakhs Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3E.	Demand Draft/ Bank Guarantee should be permitted through any scheduled commercial bank operating in India.	No Change
2	11	2.4.7 (i)	All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.) and their transportation etc.	It is requested to clarify the travel requirements and nature (domestic And/or overseas) with frequency of travel and expected duration of stay for this project. It is requested that for any approved travel, all associated travel charges to be reimbursed on the	Refer Clause No. 2, sub clause 3 of the RFP i.e. The agency shall visit to 3 countries & domestic travel should be part of proposal w.r.t the Scope of work defined in the RFP. The travel requirements & its frequency (domestic and overseas) shall be estimated by the bidder and financial proposal should cover all costs as mentioned in para

				basis of the actual.	2.4.7 (i).
3	14	2.6.5 Technical Evaluation	Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/ State Govt. related to import/export of the products across world.	Please specify number and value of projects required to be submitted for this criteria and also the break-up of scoring for this.	Refer Corrigendum No. 2
4	14	2.6.5 Technical Evaluation	Experience of consulting projects related to Business Process reengineering in Central/State Government Departments related to internal/external trade.	Please specify number and value of projects required to be submitted for this criteria and also the break-up of scoring for this.	Refer Corrigendum No. 2
5.	38	Form 4B: Summary of Costs	For Financial Evaluation, the total fee for the period will be considered.	The financial evaluation should be exclusive of any taxes.	The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment, exclusive of Service Tax.
6	24	Form 3B: Self-certification of Minimum Eligibility and of	Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any Central/ State/ Public Sector undertaking in India.	This should be revised to "Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any Central/ State/ government or any Public Sector undertaking in India.	No Change

		not being blacklisted			
7	26	Form 3D: Format for highlighting relevant experience	*Kindly provide supporting documents such as contract/work order copy etc.	Relevant pages of the supporting document should be permitted.	No Change
8	18	2.12 Tentative schedule for selection process	Proposal due date- 10 April 2017	It is humbly requested to extend the proposal due date by at least 15 days for the bidder to appropriately collate the supporting documents.	Refer Corrigendum uploaded on DIPP's website (http://dipp.nic.in/English/default.aspx).
9	15	2.6.6 Final selection	Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of	Request this clause to be changed as "Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in	No Change

			70:30.	the ratio of 80:20.	
10.	14	Qualification of Personnel-(30 marks)-Form-3H	<p>Qualification, skills and experiences of Project Manager- Essential Education Qualification (BE/ B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent).</p> <p>Minimum Experience: 10 years. Experience as Project Manager: 5 years in related field</p>	We believe that this clause is highly restrictive. We suggested that minimum experience be reduced to 8 years and experience as project manager to be reduced to 3 years.	No Change
11	14	Qualification of Personnel-(30 marks)-Form-3H	<p>Qualification, skills and experiences of Team members- Essential Education Qualification (BE/ B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/ PGDBA or equivalent. Minimum Experience: 5 years in related field (Total number of resources should be identified by agency)</p>	We suggest that minimum experience in related field to be reduced to 3 years. Also, it is humbly requested to specify the minimum number of resources required as the same will have significant impact on the financial bid.	No Change

Pre-Bid Queries by PWC

S. No.	RFP Page No.	RFP Section	Clause Details	Query/Suggestion	DIPP response
1	15	2.7.2	Performance Security equivalent to 15 (Fifteen) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order.For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 120 (One Twenty) Days after the completion of the assignment	As per GFR, Rule 171, i) performance security Performance Security should be for an amount of 5 to 10 per cent of the value of the contract . Please reduce the performance security amount to 10% of the total cost of the financial proposal.	Refer to Corrigendum No.3
2	15	2.7.2	Performance Security equivalent to 15 (Fifteen)	As per GFR rule 171 ii), Performance Security should	Refer Corrigendum No.3

			<p>percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 120 (One Twenty) Days after the completion of the assignment</p>	<p>remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations, hence it is requested to change the clause and the performance security should be released within 60 days after completion of assignment</p>	
3	14	2.6.5- Experience	<p>Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/ State Govt. related to</p>	<p>Please clarify the minimum/maximum number of citations that can be submitted, and how would the scoring be done when multiple citations are submitted.</p>	Refer Corrigendum No. 2

			import/export of the products across world.		
4	14	2.6.5- Experience	Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/ State Govt. related to import/export of the products across world.	Please specify the duration for which project experience will be considered. How much older project citations can be quoted.	Refer serial no.4 in the table at page No.13 clause No. 2.6.4 of RFP

Queries raised during Pre-Bid Meeting held on 27th March, 2017

Sl. No.	Query	DIPP's Response
1.	Tenure of the project should be extended from 4 months to 6 months	Tenure of the project shall be 4 months.
2.	Basis of evaluation of team members (20 marks)	Evaluation of team members shall be based on number of team members deployed and their qualification and experience relevant to the project.

CORRIGENDUM TO RFP

Corrigendum No.1

As per RFP	Revised Clause
<p>3.9 Liquidated damages</p> <p>3.9.3 The liquidated damages shall be applicable under following circumstances:</p> <ul style="list-style-type: none">a) If the deliverables are not submitted as per schedule as specified in Form 31 of the RfP; the Consulting Agency shall be liable to pay 2% of the total value of the contract for delay of each week or part thereof.b) If the deliverables are not acceptable to DIPP and defects are not rectified to the satisfaction of DIPP within 30 days of the receipt of the notice, the Consulting Agency shall be liable for liquidated damages for an amount equal to 2% of the total value of the contract for delay of each week or part thereof. <p>3.9.4 The amount of liquidated damages under this Work Order shall not exceed 100% of the total value of the contract.</p>	<p>3.9 Liquidated damages for delay</p> <p>3.9.3 The liquidated damages shall be applicable under following circumstances:</p> <ul style="list-style-type: none">a) In case of delay in completion of the work as per schedule as specified in Form 31, the Consulting Agency shall be liable to pay liquidated damages not exceeding an amount equal to 1% (One five percent) of the total value of the contract per week. DIPP will take into consideration the reasons for delay, if any, while imposing liquidated damages on the selected bidder. However, in the event of delay caused due to reasons beyond the control of the Consulting Agency, DIPP may, in its sole discretion, consider granting of appropriate extension of time, without imposition of liquidated damages.b) If the deliverables are not acceptable to DIPP, and defects are not rectified to the satisfaction of the DIPP within 30 days of the receipt of the notice, the Consulting Agency shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay. <p>3.9.4 The amount of liquidated damages under this Work Order shall not exceed 100% of the total value of the contract.</p>

Corrigendum No.2

As per RFP		Revised Clause	
2.6.5 Technical Evaluation: Experience-(40 Marks)-Form 3D		2.6.5 Technical Evaluation: Experience-(40 Marks)-Form 3D	
Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/State Govt. related to import/export of the products across world.	30 Marks	Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/State Govt. related to import/export of the products across world.	30 Marks
Experience of consulting projects related to Business Process reengineering in Central/State Government Departments related to internal/external trade.	10 Marks	<p>NOTE: For each eligible assignment five marks shall be allocated. However, these marks would also depend on the quality of assignment/its relevance and whether the person who had delivered the particular assignment is also part of the proposed team.</p>	
		Experience of consulting projects related to Business Process reengineering in Central/State Government Departments related to internal/external trade.	10 Marks
		<p>NOTE: For each eligible assignment five marks shall be allocated. However, these marks would also depend on the quality of assignment/its relevance and whether the person who had delivered the particular assignment is also part of the proposed team.</p>	
		<p>Remark:</p> <p>1. Bidders have to submit - Purchase / Work Order + Self Certificate of Completion / Phase Completion (Certified by the Statutory Auditor)</p>	

Corrigendum No.3

As per RFP	Revised Clause
<p data-bbox="316 338 533 367">Clause No. 2.7.2</p> <p data-bbox="165 376 780 835">Performance Security equivalent to 15 (Fifteen) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 120 (One Twenty) Days after the completion of the assignment</p>	<p data-bbox="807 376 1425 1261">The selected consultant shall be required to furnish a Performance bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a Nationalized/Scheduled Bank in India in the form specified at Annexure A of the RFP payable at New Delhi for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consulting Agency on any account under the contract.</p>

Corrigendum No.4

As per RFP	Revised Clause
<p data-bbox="368 1413 580 1442">Clause No.2.3.4</p> <p data-bbox="165 1473 780 1720">Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RfP without prejudice to Clients any other right or remedy under the following conditions:</p> <p data-bbox="165 1749 780 1951">(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order);</p> <p data-bbox="165 1980 780 2013">(ii) If any Applicant withdraws its Proposal</p>	<p data-bbox="807 1473 1425 1720">DIPP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RfP without prejudice to Clients any other right or remedy under the following conditions:</p> <p data-bbox="807 1749 1425 1951">(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order);</p> <p data-bbox="807 1980 1425 2013">(ii) If any Applicant withdraws its Proposal</p>

<p>during the period of its validity as specified in this RfP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.</p> <p>Performance Security equivalent to the amount indicated in this RfP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RfP/ work order.</p> <p>For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 120 (One twenty) days after the completion of the assignment.</p>	<p>during the period of its validity as specified in this RfP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.</p> <p>Performance bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees shall be furnished before start of work on assignment in form of a Bank Guarantee in the form specified at Annexure A in this RfP.</p> <p>For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.</p>
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Corrigendum No.5

As per RFP	Revised Clause
<p style="text-align: center;">Clause No. 4.1.7.3</p> <p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 120 (One twenty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such</p>	<p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of Sixty (60) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such</p>

<p>time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw downs by the Client in accordance with the provisions hereof, be released by the Client within a period of 120 (One twenty) Days from the date of completion of the services</p>	<p>time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw downs by the Client in accordance with the provisions hereof, be released by the Client within a period of Sixty (60) Days from the date of completion of the services</p>
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