

RFP: Selection of an agency for setting up a Project/Programme Management Unit (PMU) for (Seekho aur Kamao and USTAAD) and other related programs of Ministry of Minority Affairs, Govt. of India'

Clarifications

Date: 15th April 2021

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|---|--|-------------|---|--|--|
| 1 | 3.3 Eligibility Criteria for the bidders | 11 | Parameter - Bidder should have an average annual turnover/receipt of minimum of Rs. 10 Crores in consulting services over three financial years for FY 2017- 2018, FY 2018-2019 and FY 2019- 2020. Documents to be attached - A CA certificate on Government Advisory services turnover over the last three financial years including annual audited account to verify the turnover. | <p>i. Conflicting statements: - '<i>Parameter</i>' column is stating the requirement of an average annual turnover/receipt in consulting services while '<i>Documents to be attached</i>' column is stating CA certificate on Government Advisory services turnover. Please clarify whether the turnover of 10crores is expected from consulting assignments?</p> <p>ii. Also, we recommend to increase the turnover criteria to 50crores to ensure strong capability firms in government consulting are considered.</p> | <p>i. Government Advisory services to be deleted and replaced with consultancy services. (Please refer to the Corrigendum#1 to the RFP)</p> <p>ii. No change</p> |
| 2 | 3.3 Eligibility Criteria for the bidders | 12 | The bidder must have experience of having executed similar assignments/ Projects/ Programmes in Central/State Govt. Dept. Schemes. Bidder should have executed a minimum of 4 contracts of similar nature from Central/ State Government from distinct clients, over the past 3yrs | <p>i. Owing to the long-term nature of the PMU projects, we request you to consider 'On-going' projects also for the eligibility criteria</p> <p>ii. Request you to consider central/state project over last 05 years</p> | <p>i. On-going projects which have been running for 2 years or more shall be considered</p> <p>ii. No change</p> |
| 3 | 3.4 Key Personnel and Support | 12 | Team Leader experience – MBA / Master's in Social Sciences / Social Work/ Development Studies / Rural Management or equivalent with over 12 Years experience of working in Technical and Vocational Education and Training or Skill Development Sector. Experience of managing at least two skill development schemes at national/state level with an outlay of more than 100 crores. | Many national and state level schemes do not have specific outlay and in that scenario, it is difficult to show case experience of that particular scheme. Kindly provide an alternative method to showcase the experience in place of outlay criteria. | No change. |
| 4 | 3.4 Key Personnel and Support | 13 | IT Lead: M.Tech/B.Tech/B.E/MCA/Masters in Big Data Analysis with over 8 years experience of managing large scale E-governance MIS application in social sector. Experience of designing and operationalization of Skill Development MIS portals, data visualization / dashboard maintenance. The resource must be familiar with MS-Excel and | <p>i. We understand that experience in SQL, .Net etc. is not a mandatory criteria as the resource will not be directly writing codes. Please confirm</p> <p>ii. Also, we propose to include the following –the proposed resource must have experience in data analytics, IT etc.</p> | <p>i. No change. The eligibility criterion for individual consultants have been designed as per requirement of the ministry.</p> <p>ii. Yes</p> |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|---|--|-------------|--|---|--|
| | | | proficient in writing queries in SQL RDBMS database besides a good knowledge of .NET | | |
| 5 | 3.12 Preparation of Proposal | 17 | e) Estimates of work schedule should be given in Form TECH-6 of Section 4. | RFP does not have Tech-6. Requesting you to provide Tech-6 | Please refer to the Corrigendum#1 to the RFP |
| 6 | 3.17 Submission , Receipt and opening of Proposal | 19 | The proposals must be submitted in person to the addressee indicated in the Data Sheet and received by the Ministry not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with the Para 3.11. | <ul style="list-style-type: none"> i. Owing to the current Covid-19 pandemic situation, we request to also allow the submission of technical proposal and financial proposal through online mode and online payment of EMD ii. In case of online submission, please suggest who should be addressed (name and email ID) while sending the final proposal iii. In case of online payment of EMD, please provide necessary details | Not accepted |
| 7 | Data Sheet Part-II, Clause 1.1 | 24 | Experience in providing services of providing resource personnel or setting up PMU in Central/State govt. sponsored Project/ Programmes. More than 12 projects: 12 points 10 to 12 projects : 8 points 7 to 9 projects: 6 points 4 to 6 projects : 4 points | <ul style="list-style-type: none"> i. Experience apart from central/state govt. sponsored Project/ Programmes, requesting you to consider projects with institutional bodies like NSDC, WB, ADB, FCDO, etc. looking at their contribution to the skill ecosystem in India. Please confirm ii. Owing to the nature of PMU projects and their long-term duration, we request you to please consider the on-going projects also. We shall provide the relevant evidence to support the claim iii. We request you to consider eligible assignments of firm's sister-concern entities to fulfill the requirements | <ul style="list-style-type: none"> i. Only Contracts/Work order signed with ministries and departments of either Govt of India and/or State Govts are eligible. These projects can be supported by any external donor agency. ii. Ongoing projects with at least two years of existence is/are eligible subject to an undertaking issued by the concerned ministry or department. iii. Not accepted |
| 8 | Data Sheet Part-II, Clause 1.3 | 25 | The average annual turnover of the agency in last 3 financial years i.e. (FY 2017-18, FY 2018-19, FY 2019-20 from Government consulting. Bidder with highest turnover from Government consulting services amongst all the bidders will get full marks while the rest will get marks on pro- rata basis. | Our understanding is to provide only CA certificate for turnover from consulting services. Please confirm | No change. |
| 9 | Data Sheet Part-II, Clause 2.4 | 25 | Technical Presentation | Request you to provide details of the date, time and venue for the presentation. Considering the prevailing situation, we suggest keeping an option of online presentation also. | The date and time of the presentation will be informed to the bidders after last date of submission of the proposal |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|--|-------------|---|--|--|
| 10 | TOR, Scope of Work and Key Tasks of the PMU | 39 | d) Technology integration within the scheme operations and service delivery | Our understanding is that the scope does not include technological infrastructure building (both hardware and software). Please confirm | Support in managing Server/ VMs in the cloud. Independently handling and administrating the web portal, mobile apps and knowledge of .NET and SQL Server is required. |
| 11 | TOR, scope of Work and Key Tasks of the PMU | 39 | k) Conduct quarterly capacity building and handholding meetings with the PIAs and other stakeholders on scheme related issues, based on data analytics. | List and contact details of PIAs and other stakeholders will be provided by the client. Please confirm | Will be provided after setting up the PMU |
| 12 | PMU Performance Review meeting (bi-annually) | 41 | Decide on levying appropriate liquidated damages or penalty if the assignment is not carried out as per the assigned work order and/or if the quality of services is found inferior. | The RFP doesn't mention of limitation of liability. We suggest it to include in the document with limit not more than one time of value quoted in the financial proposal | Any such clause will be in line with the GFR 2017 and will be part of the General condition of Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 13 | Penalty | Page 41 | Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to six weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied | Certain deliverables might have external dependencies/approvals beyond the control of the PMC. Such delays should be excluded for the scope of penalty. | This is only subject to the delays by PMU within the scope of work mentioned in the RFP and shall exclude delays on account of externalities. . |
| 14 | Other | | Contracting and Subcontracting | RFP does not provide details about contracting or subcontracting or consortium. Please clarify | Subcontracting & consortium are not allowed. |
| 15 | 3.2 Scope of Proposal | 11 | The firm must be a Company, Partnership firm or Proprietorship | Based on the given clause, we understand that Limited Liability Partnership (LLP) Firms are eligible to bid under this RFP. Please confirm. | Yes |
| 16 | 3.3 Eligibility Criteria for the bidders | 11 | The bidder must be a legal entity registered in India with valid GST registration and PAN number. The firm must be a Company, Partnership firm or Proprietorship. | Based on the given clause, we understand that Limited Liability Partnership (LLP) Firms are eligible to bid under this RFP. Please confirm. | Yes |
| 17 | 3.12 Preparation of Proposal | 17 | 3.12.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English and Hindi language, unless specified otherwise. | We understand that the Ministry will accept proposals and related correspondence in both English and Hindi, i.e. bidders' submissions may be in either English or Hindi. Please confirm. | Proposals only either English or Hindi language will be accepted. |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|--|-------------|---|--|---|
| 18 | Data Sheet Clause No. 3.17 | 24 | Last date & time and address for submission of proposal: Date:19.04.2021 | We request you to kindly extend the bid submission deadline to at least 14 days after publication of the pre-bid clarifications. | Please refer to the Corrigendum#1 to the RFP. |
| 19 | Data Sheet Clause No.3.19 evaluation Criteria Criteria1.2 | 25 | Successfully carried out similar assignments for skill development schemes during the last 10 years, with PMU's having been existence for at least for 2 years. | We request you to kindly modify this clause as below: Project management/consultancy assignments in skill development sector for central/state government Ministries/departments/undertakings during the last 10 years, with minimum project duration of 2 years each. | No change |
| 20 | Data Sheet Clause No. 1.3 | 25 | The average annual turnover of the agency in last 3 financial years i.e. (FY 2017-18, FY 2018-19, FY 2019-20) from Government consulting. Bidder with highest turnover from Government consulting services amongst all the bidders will get full marks while the rest will get marks on pro-rata basis. | We request you to kindly modify this clause as below: The average annual turnover of the agency in last 3 financial years i.e. (FY 2017-18, FY 2018-19, FY 2019- 20 from Government consulting. Above ₹50crores: 10 points ₹35 crores to ₹50 crores: 8 points ₹20 crores to ₹35 crores: 6 points ₹10 crores to ₹20 crores: 4 points Below ₹10 crore: 0 points | No change |
| 21 | FORM TECH –2 Description of Methodology , WorkPlan, Organization for Performing the Present Assignment | 27 | The Consultant must present his/her Technical Proposal divided into the following four components: a) Information regarding the applicant/bidder's organization b) Experience of Bidder as per Criteria & Sub Criteria stated under Section 3 c) Availability of experts (please provide an overview on senior leadership experience and commitment, highlighting expertise) | The heading refers to four components, however the list below it only contains three components. Therefore in line with the RFP's evaluation criteria, we request you to add point d) Technical Approach and Methodology, Work Plan, and Organization and Staffing. | Please refer to the Corrigendum#1 to the RFP |
| 22 | FORM FIN – 2 SUMMARY OF COST-Price Bid format | 32 | 2 Reimbursable expenses & cost estimates (Indicate) | Please provide an indication on the expected nature of reimbursable expenses which may be included as part of the price bid. Further, please advise if there is a definite number of monthly or quarterly visits which the PMU personnel shall undertake – this will enable us to provide a realistic estimate of reimbursable expenses. | Desk tops for each team member of the PMU and printers/fax/copier, and their consumables, as per functional requirements shall be made available by the Ministry. Expenses related to field trips, shall also be reimbursed on actuals as per point 10 under Section 6. TERMS OF |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|--|-------------|---|---|---|
| | | | | | REFERENCE. In case the bidder wishes to provide any other capital items like laptops / mobile phones/ consumables etc, or any other perks, besides the ones mentioned above, the same shall not be reimbursed by the Ministry. |
| 23 | 10. Field trips & other expenses | 42 | Field trips/Air Ticket/Train Tickets: The tickets will be paid on actual following GoI norms. The consultants will be entitled for the Grade pay level 13 of GoI, for the travel and stay for official outstation field trips. | Since the PMU team will be required to undertake field trips and other travel for project purposes, we understand that the travel costs (tickets, boarding and lodging, etc) will be reimbursed by the Ministry as per given entitlements, and this reimbursement will be over and above the amount of Financial Bid submitted as per RFP. Please confirm our understanding. | Yes |
| 24 | 2.1 Point 4 | 7 | A dedicated Project/Programme Management Unit (PMU) consisting of various domain specialists is proposed to be established within the Ministry for smooth functioning and day to day monitoring of the scheme. The implementation, monitoring, inspection, publicity, communication service contract management, service delivery management, support in fund release and fund management would be the key responsibilities of the PMU. Apart from the aforementioned duties, support in augmenting the existing portal of the scheme and converting into web-based MIS by integrating several web-services shall also be the mandate of the PMU. | We assume that an IT vendor will also be on-boarded for the development and maintenance of a web-based MIS and the PMU team will facilitate the client by drafting ToR, EoI, RFP etc. for selection of an IT vendor and further facilitating the development phases along with the contract management. Please clarify | Yes |
| 25 | 3.3 Eligibility Criteria for the bidders | 11,12 | Bidder should have an average annual turnover/receipt of minimum of Rs. 10 Crores in consulting services over three financial years for FY 2017-2018, FY 2018-2019 and FY 2019-2020. Documents to be Attached: A CA certificate on Government Advisory services turnover over the last three financial years including annual audited account to verify | i. The parameter 2 is asking the bidder to have a minimum Rs 10 Crores annual turnover in consulting services and the reference document is asking only for Government Advisory services. Clarification is required for parameter 2 whether Government Advisory services or overall consulting and professional services will be considered. ii. Also, whether turnover for India operations or Global operations are to be provided. | i. Please refer to the corrigendum #1 to the RFP. ii. Restricted to India operations only. |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|---|-------------|---|---|--|
| | | | the turnover. | | |
| 26 | 3.3 Eligibility Criteria for the bidders | 11 | Parameter 2 is missing | We understand that a parameter of consequence has been inadvertently missed. Request clarification on the same | There are only 6 parameters in the table under 3.3 Eligibility Criteria for the bidders under Section 3, Part I of the RFP |
| 27 | 1.1 Data Sheet | 24 | Experience in providing services of providing resource personnel or setting up PMU in Central/State govt. sponsored Project/Programmes More than 12 projects: 12 points 10 to 12 projects : 8 points 7 to 9 projects: 6 points 4 to 6 projects : 4 points | i. It is assumed that both Ongoing / Completed projects are accepted. Request clarification on the same ii. We assume that the Work order is a sufficient proof as a supporting documents for this section | Please refer to the response to point # 7 above |
| 28 | 1.2 Data Sheet | 25 | Successfully carried out similar assignments for skill development schemes during the last 10 years, with PMU's having been in existence for at least for 2 years. 1 point for each project subject to a maximum of 8 points. | It is assumed that both Ongoing / Completed projects are accepted. Request clarification on the same We assume that the Work order is a sufficient proof as a supporting documents for this section | Please refer to the response to point # 7 above |
| 29 | Form Fin 1 Financial Proposal Forms | 31 | Provide the Consultancy assignment for setting up a Project/Programme Management Unit (PMU) for (Seekho aur Kamao and USTAAD) and other related programs of Ministry of Minority Affairs, Govt. of India, in accordance with your Request for Proposal | It is assumed that a single financial proposal including the financial details of delivery for Seekho aur Kamao, USTAAD and other related programs is to be provided. Please clarify if our understanding is correct. | Only one PMU will be set up for Seekho aur Kamao, USTAAD and other related programs. Please refer to 3.6.1 under Section 3 Part I (page # 15) |
| 30 | Form Fin 2 Summary of Cost-Price Bid format | 32 | Annual increment, if any (in Rupees) (mention the % change here) | We assume that the summation of annual increment value in Rupees at the beginning of year 2 and year 3 for the key personnel and support staff needs to be mentioned here along with the percentages of increment. Please clarify | Yes |
| 31 | Form Fin 3 Breakdown of Remuneration | 34 | Yearly increment (if any) (B) | The breakdown of remuneration form is not comprehensive as the increment will be considered at the beginning of year 2 and year 3 both. It is suggested that the year wise man month rate columns to be added in the form. | This table has been modified. please refer to the corrigendum #1 to the RFP |
| 32 | Form Fin 3 Breakdown of Remuneration | 34 | Total Amount in Rupees ((A)*(B)) | The formula to calculate Total Amount in Rupees (A*B) seems to have some error. Please clarify this calculation. | This table has been modified. please refer to the corrigendum #1 to the RFP |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|---|-------------|---|---|---|
| 33 | 5.1 Penalty | 41 | Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to six weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the Ministry will be free to get the job done from an alternate source at the risk and cost of the defaulting agency. | <p>It is requested that provisions be added to this clause that enables discussion between MoMA and the agency prior to decision on penalties to determine basis/ justification for delays.</p> <p>The underlying causes may be out of control of the agency- such as lockdown due to COVID or similar natural issues, natural calamities, others such events- leading to unplanned delays in submission.</p> <p>Conditional penalty where the reasons can be attributed to delays on part of service provider should be applicable.</p> | Please refer to the response to point # 13 above |
| 34 | Field trips& other expenses | 42 | <p>A quarterly travel plan of the all PMU team members will be submitted to the reporting officer, subject to approval by the competent authority.</p> <p>Field trips/Air Ticket/Train Tickets: The tickets will be paid on actual following GoI norms. The consultants will be entitled for the Grade pay level 13 of GoI, for the travel and stay for official outstation field trips.</p> | <p>We assume that the cost of this need not be considered in the financial proposal for now and will be reimbursed as per actual in the quarter of expense incurred.</p> | Please refer to the response to point # 22 above |
| 35 | Draft Contract (The RFP does not include the draft contract. It is hereby requested that a draft contract be issued with details on following clauses) | NA | Limited Liability | <p>Request to include following in the contract:</p> <ol style="list-style-type: none"> i. You (and any others for whom Services are provided) may not recover from us, 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. ii. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or 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. iii. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|------------|-------------|--|--|---|
| | | | | <p>be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.</p> <p>iv. You shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.</p> <p>v. The limitations in Sections 2 and 4 will not apply to losses or damages caused by our fraud or to the extent prohibited by applicable law or professional regulations.</p> <p>vi. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other subsidiary of applicant Firm or its subcontractors, members, shareholders, directors, officers, partners, principals or employees. You shall make any claim or bring proceedings only against applicant firm.</p> | |
| 36 | | | Clause on Indemnity | <p>Request to include following in the contract: To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other Related Firms and the Related Persons against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Report.</p> | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 37 | | | Clause on Intellectual Property Rights | <p>Request to include following in the contract: i. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that we own in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any</p> | All inputs and outputs arising out of the data of the Ministry shall NOT be used by the successful bidder without the express written approval of the Ministry. All matters, data and |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|------------|-------------|----------------------------------|--|--|
| | | | | <p>improvements or knowledge developed while performing the Services), and in any working papers that we compile and retain in connection with the Services (but not Client Information reflected in them).</p> <p>ii. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p> | <p>outputs relating to the schemes, remain the IPR of the Ministry. However the successful bidder can use his own tools, software and methodologies execute the work/data of the Ministry.</p> |
| 38 | | | <p>Clause on Confidentiality</p> | <p>Request to include following in the contract:</p> <p>i. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:</p> <ul style="list-style-type: none"> (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the recipient at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. <p>ii. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.</p> <p>iii. Subject to applicable law, we may provide Client Information to other Related Firms, Related Persons and external service providers of Firm, other Firms, or Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively 'Process') in various jurisdictions in which they operate for purposes related to:</p> <ul style="list-style-type: none"> (a) the provision of the Services; (b) complying with regulatory, and legal obligations to which we are subject; (c) conflict checking; (d) for risk management and quality reviews; and for | <p>Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award</p> |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|------------|-------------|----------------------|--|---|
| | | | | (e) our internal financial accounting, information technology and other administrative support services (collectively 'Processing Purposes'). We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf. | |
| 39 | | | Force Majeure | <p>Request to include following in the contract:</p> <ul style="list-style-type: none"> i. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control. ii. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. iii. Where Firm's Personnel are required to be present at Client premises, Firm will use reasonable efforts to provide the Services on-site at Client offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an Firm's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk. | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 40 | | | Term and Termination | <p>Request to include following in the contract:</p> <ul style="list-style-type: none"> i. This Agreement applies to the Services whenever performed (including before the date of this Agreement). ii. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon fifteen days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations. | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|------------|-------------|--------------------------------------|---|---|
| | | | | <ul style="list-style-type: none"> iii. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. iv. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. | |
| 41 | | | Governing Law and Dispute Resolution | <p>Request to include following in the contract:</p> <ul style="list-style-type: none"> i. This Agreement shall be governed by, and construed in accordance with, the laws of India ii. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. iii. The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English. | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 42 | | | Miscellaneous | <p>Request to include following in the contract:</p> <ul style="list-style-type: none"> i. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. ii. Both of us may execute this Agreement (including Statements of Work), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder. iii. Each of us represents that the person signing this Agreement and any Statement of Work hereunder on its behalf is expressly authorized to execute them and to bind each of us to their terms. iv. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
|----|----------------------------------|-------------|--|--|--|
| | | | | <p>Agreement and the applicable Statement of Work.</p> <p>v. You agree that we and the other Firms may, subject to professional obligations, act for other clients, including your competitors.</p> <p>vi. Neither of us may assign any of our rights, obligations or claims under this Agreement.</p> <p>vii. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.</p> <p>viii. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have</p> | |
| 43 | 3.17 | | Last date & time of submission of RFP: 19/04/2021 up to 03:00 pm | It is requested that the proposal submission date be extended by 14 days, i.e. till 3rd May 2021 | Please refer to the Corrigendum#1 to the RFP |
| 44 | 3.3 Eligibility Criteria Point 5 | 12 | The bidder shall have minimum manpower strength of 200 persons on its rolls. | <p>We are very keen to engage with captioned project. However, we are constrained by the Eligibility Criteria that requires bidding firms to have minimum manpower strength of 200 people on its roll. We would like to submit that the criteria is restrictive and would exclude Small and Medium size eligible firms to engage with your esteemed project.</p> <p>We would like to submit that as part of our long mandates with NRLM (where we have consistently deployed 60+ experts) or SBM (G) where we deployed 10 experts on full time basis. While the consultants have been deployed full time on various assignments, they were not on the rolls of NRMC, and were engaged on long term contracts coinciding with the period of the mandate.</p> <p>While we meet all the other qualification criteria, we would request your reconsideration and waiving of the criteria of minimum 200 people on rolls of the bidder.</p> | Please refer to the Corrigendum#1 to the RFP The total manpower strength of the organization should be 200 including regular and contractual employees on one or multiple projects. |
| 45 | 3.3, Point 3 | 11 | <p>Eligibility Criteria for the bidders – Blacklisting clause</p> <p>RFP Clause: The bidder should not currently be or have been debarred and / or blacklisted and / or Suspended by any Central / State Government Department/any multilateral agency nor should have any litigation or enquiry pending with regards to the works executed by it.</p> | <p>We request MoMA to rephrase the clause as:</p> <p><i>The bidder should not currently be debarred and / or blacklisted and / or Suspended by any Central / State Government Department/any multilateral agency for corrupt and fraudulent practice nor should have any litigation or enquiry pending for corrupt and fraudulent practice with regards to the works executed by it.</i></p> | Please refer to the Corrigendum#1 to the RFP |
| 46 | 3.3, Point 6 | | <p>Eligibility Criteria for the bidders – Similar experience</p> <p>The bidder must have experience of having</p> | <p>i. We understand that ongoing projects shall also be considered. Please confirm.</p> <p>ii. Many such assignments are being funded by International</p> | Please refer to the response to point #2 & #7 above |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
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| | | 12 | executed similar assignments/ Projects/ Programmes in Central/State Govt. Dept. Schemes Bidder should have executed a minimum of 4 contracts of similar nature from Central/ State Government from distinct clients, over the past 3 yrs. | Development Agencies/ funding agencies with the ultimate beneficiary of services being Central/ State Government. In this context, we request MoMA to consider assignments undertaken for funding/ International development agencies as well. | |
| 47 | 3.4.1 | 12 | Key Personnel and Support – Team Lead Experience of managing at least two skill development schemes at national/state level with an outlay of more than 100 crores. | The clause is restrictive and can be modified as: Experience of managing at least two skill development schemes at national/state level. | No change |
| 48 | 3.4 | 24 | Data sheet Criteria and sub- criteria 1.1 and 1.2 | Many such assignments are being funded by International Development Agencies/ funding agencies with the ultimate beneficiary of services being Central/ State Government. In this context, we request MoMA to consider including experience of setting PMU under funding agency/ IDA assisted programs as well. We further understand that this would include ongoing projects as well. Please confirm. | Please refer to the response to point #7 above |
| 49 | 3.4 | 25 | Data sheet sub-criteria 1.3 | We request MoMA to define the marks allotted to a defined threshold of average annual turnover of the bidders. It is mentioned that the bidders with highest turnover from Government consulting shall be awarded highest marks. We suggest MoMA to define the parameters for awarding maximum marks e.g. Between 10 cr – 50 cr : 5 marks Between 50 cr – 100 cr : 7 marks More than 100 cr : 10 marks | Please refer to the response to point #8 above |
| 50 | | 32 | Form FIN 2 | i. As per the RFP man month rate as well as total amount (with escalation) has been asked which may lead to ambiguity during evaluation. We request MoMA to seek annual cost of resources only for financial evaluation and declare acceptable percentage of increment/ escalation in resource cost for next 2 years, for e.g. 10% escalation of contract value every year. ii. We understand that TA/ DA will be reimbursed as per norms of MoMA capped at 10% of contract value. We request to remove ‘Reimbursable expenses & cost estimates’ from Fin Form 2. | i. Please refer to the Corrigendum#1 to the RFP ii. Please refer to the response to point #22 above |
| 51 | 9 | 42 | Payment terms | We request MoMA to define the payment milestones (quarterly/ monthly) and the expected deliverables and timelines. | The consultant shall submit quarterly invoices (fees & reimbursable) to the client. Please refer to clause#9. Payment Terms under Section |

| | Clause No. | Page Number | Clause | Clarification requested | Response |
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| | | | | | 6. TERMS OF REFERENCE |
| 52 | | | Limitation of Liability | We request MoMA to include a clause to state that bidders will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. MoMA is requested to include the below clause in the RFP: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss. | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 53 | | - | Extension in timeline | Given the wide scope of the bid, it is requested to consider extension of the submission deadline by 3 weeks i.e. 10th May 2021. This will provide us time for receiving response to our queries and developing a responsive proposition. | Please refer to the Corrigendum#1 to the RFP |
| 54 | 5.1 | 41 | Penalty clause Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to six weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited, and the Ministry will be free to get the job done from an alternate source at the risk and cost of the defaulting agency. | We request MoMA to define the deliverables against which payments shall be made and consultant's progress shall be evaluated. We also request MoMA to specify if there are provisions of compensating consultants time and cost in case the project gets delayed due to changes at the client side/ force majeure. | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
| 55 | | - | Restriction due to COVID 19 | We request MoMA to kindly consider the below clause given the current pandemic situation in the country: "If there are any circumstances that reasonably restrict or affect the ability of organization's personnel to travel or to be physical present at any specific office/location, then without prejudice to any obligations (including payment obligations), MoMA shall allow such personnel to work from home or other remote location till the time such circumstances exist" | Any such clause will be the in line with the GFR 2017 and as per standard govt. Contract clauses. This will be part of the General Condition of the Contract, and will be shared with the selected bidder as draft Contract after Notification of Award |
