



Request for Proposal (RFP) for Appointment of Consultant for Carrying out Third Party Evaluation for Sagarmala Scheme

Replies to Pre-Proposal Queries

The replies to queries submitted by the Applicants are provided below. Applicants are requested to refer to these replies, clarifications, modifications and corrigendum in the RFP document before submitting their Applications.

#	Clause No., Page no	Existing Clause	Queries/Suggestions	Replies
1	Cl 2.9/Pg No 19 of 77	Minimum Eligibility Criteria - Carrying out Third Party Evaluation of Private or Government scheme with a Scheme Size of atleast 20,000 cr.	IS Project Cost of Eligible Assignment INR 20 Cr or INR 20000 Cr as according to clause Requirement for Fee Derived from Such an eligible assignment is Just INR 20 L & Turnover requirement is also just INR 1.5 Cr. Kindly clarify.	Refer Corrigendum with respect to clause 2.9.1 (Instructions to Applicants)
2	Cl 2.7.3(4) – Key Personnel /Pg 14-15 of 77 & Cl 2.10 - Proposal Opening and Evaluation Process / Pg 20 of 77		As Technical Proposal is being evaluated against Minimum Eligibility Criterion as per Cl 2.9 and it does not mention evaluation of Key Personnel for Shortlisting for Opening of Financial Bid then why are CVs to be submitted at Tender Stage. Also Financial Bid to be evaluated as per Least Cost Selection Method. Suggestions We request you to exempt bidders from submission of CVs at tender stage and allow Bidders to submit an undertaking stating Bidder will provide list of names of personnel immediately required as indicated in the notification of award fulfilling the qualifications and experience as prescribed in RFP,	Refer clause 2.7.3 (4) (viii) (Instructions to Applicants), CV's are to be submitted as per the RFP. RFP condition remains unchanged.



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			will be provided within a period of 30 days from the issue of Notification of Award.	
3	Cl 2.15.5	Earnest Money - Bid Security for this RFP is INR 50,000/- (INR Fifty Thousand only). The RFP processing Fee and Bid Security will be paid through NEFT in favour of Sagarmala Development Company Limited	Suggestions Kindly allow EMD to be submitted in form of BG.	RFP condition remains unchanged
4	Pg no 51 of 77		TOR Just Provides for Template for Report. Suggestions Request you to elaborate the scope involved into this assignment. Is this assignment for evaluation of work that has already been executed or it involves work currently under execution too?	RFP condition remains unchanged. Bidder may visit the website of Sagarmala www.sagarmala.gov.in for more details pertaining to Sagarmala Schemes. It covers executed works, works under execution and works under planning Further, Consultant is required to submit the Inception Report (Deliverable-1) as per Clause 5.3 (ToR, page no. 55) which may include the Approach and Methodology to achieve the intended purpose of the assignment
5	Clause No.: 5.3 Page No.: 55 Timeframe, Deliverables and Payment Terms	The Consultant is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the consultant would lead to Liquidated Damages as per the terms of Standard contract. <ul style="list-style-type: none"> Submission & Acceptance of Draft Report and Presentation - 70% 	Given the nature of the assignment in terms of strategic evaluation of the Sagarmala Scheme, and description of key tasks to be undertaken as specified under detailed Terms of Reference, we understand that all tasks shall be executed by the Consultant before the submission of bid report, and hence request the Client to modify the payment terms in proportion to our efforts, as follows:	RFP condition remains unchanged



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		<ul style="list-style-type: none"> Submission & Acceptance of Final Report and Presentation - 30% 	<ul style="list-style-type: none"> Submission & Acceptance of Draft Report and Presentation - 80% Submission & Acceptance of Final Report and Presentation - 20% 	
6	Clause No.: 3.2 Page No.: 51 Methodology	Sample size and sample selection process, tools used: Field Study, Questionnaire, primary and secondary data	<p>We request the Client to enumerate the primary objectives of conducting such a survey, and define the adequate sample size and nature of stakeholders to be surveyed.</p> <p>Suggestions Given the objectives of the Sagarmala Scheme to enhance port infrastructure and port led-development, we recommend that such a survey could also encompass the following (a) flow of commodities via O – D surveys and (b) flow of fleets.</p>	Refer Query no. 4
7	Clause No.: 4.2 (a) Page No.: 52 Objective of the study	Coverage of beneficiaries	<p>We request the Client to specify the nature of inputs required for this task, possibly with a template detailing the span of such an exercise.</p> <p>Suggestions In addition to estimation of strength of beneficiaries in a district and state, we recommend that benefits to specific industries / industrial zones / corridors could be recorded as well to evaluate the performance of the scheme.</p>	Refer Query no. 4
8	Clause No.: 2.6.3 2(b) Page No.: 13 Conflict of Interest	Conflicting Assignment/Job: A consultant (including its Personnel and Sub-Consultant(s) or any of its affiliates shall not be hired for any assignment/job that, by its nature,	We request the Client to specify an exhaustive list of nature of activities / assignments that would account for a conflict.	Refer Form 3 A Point (6) (b), RFP conditions remain unchanged



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		may be in conflict with another assignment/Job of the Consultant to be executed for the same or another Client, for example a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting a Client in the privatization of public assets shall not purchase nor advise purchasers of such assets		
9	Clause No.: 2.7 Page No.: 15 Requirement of Key Personnel	Team Leader - Undertaken at least 3 Eligible assignments of evaluation of Private or Government Scheme as a Team Leader	<p>Given the broad nature of the assignment in terms of evaluation of a national level scheme, we believe that 2 such assignments should be sufficient to demonstrate the pre-requisite skills. We thus request the Client to change this requirement to include 2 eligible assignments from 3 as mentioned in the RFP.</p> <p>Suggestions Addition of experience in designing national and / or state logistics strategy for government agencies and multi-lateral financial institutions with provision of adequate project management support would further aid in selection of an appropriate Consultant. We thus request the Client to include relevant experience in designing such schemes, policies and initiatives.</p>	<p>Kindly refer Corrigendum with respect to clause 2.7.3 (5) (Instructions to Applicants)</p> <p>Further, RFP condition remains unchanged</p>
10	Clause No.: 2.7		Suggestions	RFP condition remains unchanged



#	Clause No., Page no	Existing Clause	Queries/Suggestions	Replies
	Page No.: 15 Requirement of Key Personnel		Given the strategic objectives of the assignment in terms of independent evaluation of the Sagarmala Scheme along with review of key investments made, it would be essential to appoint a Financial Expert in addition to the existing team members. Appointment of a Financial Expert would ensure adequate evaluation of budgetary allocations through budget lines or other sources of allocations.	
11	Clause No.: 2.9.1 Page No.: 19 Minimum Eligibility Criteria	Carrying out Third Party Evaluation of Private or Government scheme with a Scheme Size of at least 20,000 cr	We request the Client to include projects with the ambit of designing government schemes and initiatives, in addition to evaluation of such schemes. Typically, such a project for designing policies would include project management support and continuous assessment & evaluation. Additionally, from our experience, assignments with similar objectives typically evaluate Consultant's based on their domain specific skills, and such skills are applicable and scalable to projects / schemes of any value. Thus, we request for a reduction in the cut-off criteria for eligibility from the existing Rs. 20,000 cr to Rs. 2,000 cr.	Refer Query 1
12	Clause No.: Form 3C Page No.: 35 Technical Capacity - Experience	The Applicants should have successfully completed three (3) nos Eligible Assignments in the previous 3 years prior to Proposal Due Date, with atleast one Eligible Assignment related to State/Central Government scheme, each with a contract value not less than Rs. 20 lakh	We request the Client to allow for projects funded by multi-lateral financial institutions. Additionally, we request the Client to broaden the horizon of eligible assignments to include State/Central Government schemes, projects, policies and initiatives. Further, we request the Client to increase the horizon period to 10 years from the existing period of 3 years.	Kindly refer Corrigendum with respect to clause 2.9.2 (Instruction to Applicants)



#	Clause No., Page no	Existing Clause	Queries/Suggestions	Replies
13	Clause No.: Form 3E Page No.: 38 Financial Capacity	The Applicant should have an average annual turnover of Rs. 1.5 cr in the past three Financial Years.	We request the Client to increase the financial capacity requirement of average annual turnover from the existing Rs. 1.5 cr to Rs. 100 cr in the past three financial years.	RFP condition remains unchanged
14	Clause No.: 2.8.1 (b) Page No.: 18 Documentary evidence to substantiate/s upport Eligible Assignments	Applicant shall provide Completion Certificate issued by client for projects along with relevant extract of contract (covering but not limited to contract value, duration, execution date etc.) OR payment received till date along-with copy of Work order and Statutory Auditor certificate or any combination of above documents to substantiate the claim.	Since completion certificates are protected by Client Confidentiality norms, we request the Client to remove other documentary requirements apart from work orders. Suggestions If such a provision cannot be made, we request the Client to allow for self – certification by the Authorized Signatory or Designated Partner of the bidding firm to substantiate eligible assignments.	Refer corrigendum in this regard
15	Clause No.: 2.9.4 (5) Page No.: 20 Documentary evidence to substantiate/s upport Eligible Assignments	In case the Annual accounts for the latest Financial Year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to the same effect and the Statutory auditor shall certify the same.	We request the Client to allow for provision of an undertaking for unavailability of financial statements of the previous financial year (FY20) on account of them being under audit by the Authorized Signatory or Designated Partner of the bidding firm.	Refer Corrigendum in this regard
16	Clause No.: 2.10.3 Page No.: 21 Financial Proposal Evaluation	Applicant quoting the lowest Financial Proposal will be declared as the Successful Applicants (L-1 Applicant)	Given the strategic nature of the assignment in terms of independent evaluation of Sagarmala Scheme, we believe that the Quality and Cost Based Selection (QCBS) system would be a more suitable method for appointment of a Consultant who would be adequately qualified to undertake tasks mentioned in the Terms of Reference. We, thus, request the Client	RFP condition remains unchanged



#	Clause No., Page no	Existing Clause	Queries/Suggestions	Replies
			to adopt the QCBS method of appointment of Consultant as opposed to the existing L-1 method.	
17	Clause No.: 6.11 Page No.: 69 Liquidated damages	If the Consultant fails to submit the Deliverables specified in Appendix A – ToR as per the timelines mentioned therein, an amount equal to 1% of the contract fees for each week of delay or part thereof will be withheld when the respective invoice is paid. If the Consultant manages to complete the Assignment within the period specified under the contract, the withheld amounts will be released by the Client with the payment for the final deliverable. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	We request the client to add “for the reason solely attributable to the Consultant”.	RFP condition remains unchanged
18	Clause No.: 6.5.6 Page No.: 67 Documents Prepared by the Consultants to be the Property of the Client	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed	We request the Client to note that although the Consultant can give ownership of deliverables to the Client, the pre-existing Intellectual Property Rights (IPR) in the deliverables shall still remain with the Consultant. We request you to please consider the following change: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants, excluding any pre-existing Intellectual Property Rights with the Consultant...	RFP condition remains unchanged



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		inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.		
19	Clause No.: 6.5.7 (ii) Page No.: 74	For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher	We request removal of ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher of this clause.	RFP condition remains unchanged
20	Clause No.: (5) Page No.: 7 Critical Data Sheet	Proposal Due Date (P) - 6th November 2020, 1500 hrs IST	We request an extension of the bid submission timeline by a period of two (02) weeks, given that Consultants will have a limited time of approximately 2 weeks to factor in any changes / corrigendum released after issue of clarifications on the 21st of October.	RFP condition remains unchanged
21	Clause 2.9.2, Page 19	The Applicants should have successfully completed three (3) nos Eligible Assignments in the previous 3 years prior to Proposal Due Date, with at least one Eligible Assignment related to State/Central Government scheme, each with a contract value not less than Rs. 20 lacs	In order to encourage larger participation, we request you to remove the restriction of having completed the eligible assignments in last 3 years.	Refer Corrigendum in this regard

#	Clause No., Page no	Existing Clause	Queries/Suggestions	Replies
22	Clause 2.9.1, Page 19	Eligible Assignments²⁾: (1) Carrying out Third Party Evaluation of Private or Government scheme with a Scheme Size of atleast 20,000 cr.	Eligible assignment is defined as Third Party Evaluation of Private or Government Scheme with a scheme size of at least 20,000 Cr. We have worked with Niti Aayog to assist in developing a monitoring framework including evaluation of around 700 Government of India Schemes. We understand that this shall qualify as 'having done more than 3 eligible assignments. Please confirm.	Refer Query 1 Eligible assignments have to be submitted as per the conditions mentioned in the RFP. RFP condition remains unchanged
23	Clause no. 2.9.3, Pg 19	The Applicant should have an average annual turnover of Rs. 1.5 cr in the past three Financial Years.	Firms who have experience of handling of Rs 20000cr should have a much higher turnover so that they can accommodate better experts. Suggestions Please revise the turnover to Rs 50 cr	RFP condition remains unchanged
24	Clause no. 2.9.1, Pg 19 (1)	Carrying out Third Party Evaluation of Private or Government scheme with a Scheme Size of atleast 20,000 cr.	The size of the scheme should not ideally be the yardstick to measure the consultant's efficiency. There are other components such as designing the rule engine for beneficiary selection. Suggestions Please revise the clause as "Carrying out Third Party Evaluation of Government scheme"	RFP condition remains unchanged
25	Clause 1.4, Pg 6	The Consultant will be selected on the Price based System (Least Cost Selection) as per procedures described in this RFP.	Please revise the selection process to QCBS to get more quality proposals. Suggestions Please revise the selection process to QCBS	RFP condition remains unchanged
26	Clause 2.8.1 (1) b iv Pg 18	Documentary evidence in support of Eligible Assignments as per Clause 2.9.5 of this ITA	There is no clause as 2.9.5 in the RFP document. Please clarify.	Refer Corrigendum in this regard
27	Clause 3, Form 3 H Pg 42	Team Composition and Task Assignments	There is no mention of support professionals in the team as per clause 2.7.3 (5). Suggestions	RFP condition remains unchanged



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			Please clarify whether the support professionals are required to be included. If yes what would be their tenure and can the bidder charge for the support professionals as well	
28	Clause 5, Pg 51	Terms of reference	Suggestions Please share a more elaborative scope of work	Refer Query 4
29	Clause 5, Pg 51	Terms of reference	Suggestions Please let us know whether the bidder is expected to onboard a vendor for the survey work or it is part of the bidder's scope of work as it would affect the final cost.	Refer clause 6.5.4 of Standard Contract