

Office of the Development Commissioner (MSME)
Government of India

TECHNOLOGY CENTRE SYSTEMS PROGRAMME (TCSP)

RFP No. 21/TCSP-PMU/2013/TR for selection of Consultant for providing consulting services for establishment of PMU for designing the project, undertaking the pre-project activities and providing implementation support during the course of the project.

02.09.2013

Minutes of Pre-proposal Conference held on August 27, 2013.

A pre-proposal conference was held on 27.08.2013 at 3:30 PM in the Office of the Development Commissioner (MSME), Ministry of MSME, Nirman Bhawan, New Delhi, which was attended by the representatives of shortlisted Consultants and the Officers of the O/o DC (MSME). The list of participants is given in *Annexure A*.

Some queries were received in the office of the Development Commissioner (MSME) prior to the date of pre proposal conference. The queries received earlier as well as the queries raised during the pre-proposal conference along with the response of the Client are attached as *Annexure B*.






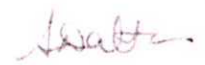

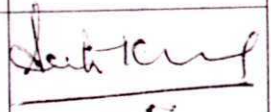
(R. K. Rai)
Director (Tool Room)

Attendance Sheet


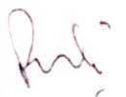

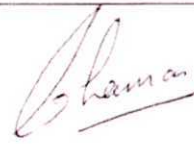
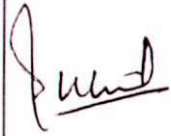

Sub: Pre-proposal Conference of TCSP

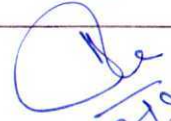
Annexure-A





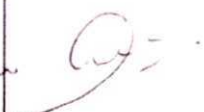
Date : 27.08.2013
Time : 3:30 PM
Venue : Committee Room No. 702, Office of DC (MSME),
Nirman Bhawan, New Delhi

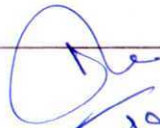
S. No.	Name and Designation	Organization	Contact Details (Cell No., e-mail)	Signature
1.	Shri Amarendra Sinha AS&DC (MSME)	Ministry of MSME		
2.	Shri Ramesh K. Pandey, JDC	-do-		
3.	Shri R.K. Rai Director (Tool Room)	-do-		
4.	Aonab Datta (Consultant)	MOTT MACDONALD .	8585922158 aonab.datta@mottmac- india.com.	
5.	AMAR SHANKAR ASSOCIATE DIRECTOR	EY LLP	9811299000 amar.shankar@in.ey.com	
6.	Satish Kaushik .	EY LLP	9881425212	


27/8/13

S. No.	Name and Designation	Organization	Contact Details (Cell No., e-mail)	Signature
7.	SAJESH KUMAR VERMA GENERAL MANAGER	RITES LTD	98716 66233 rkv28kv2@gmail.com	
8.	PUNITA BANSAL AVP-IL&FS CLUSTERS	IL&FS Cluster Dev Initiative Ltd	9910009401 punita.bansal@ilfsindia.com	
9.	Shikant Bansal Director Tech. GIZ International Services	GIZ Int. Services	9560117979 shikant.bansal@giz.de	
10.	Chaman Dhaunda Director Projects South Asia	GIZ IS	852 7300 433 chaman-bal.dhaunda@giz.de	
11.	AKHILESH AVANISH VICE PRESIDENT - H&PS	ACCENTURE	9811701026 akhilesh.avanish@accenture.com	
12.	HARISH PORWAL CONSULTANT	ACCENTURE	95825 11177 harish.porwal@accenture.com	


27/9/13

S. No.	Name and Designation	Organization	Contact Details (Cell No., e-mail)	Signature
13.	GAUTAM ANAND Senior Consultant	PwC	9811092166 gautam.anand@in.pwc.com	
14.	SIDDHARTH MEHTA SENIOR CONSULTANT	PwC	9717000554 siddharth.mehta@in.pwc.com	
15.	DEEPAK CHUGH PRINCIPAL CONSULTANT	PwC	9560600796 deepak.x.chugh@in.pwc.com	
16.	TEJINDER GUPTA MANAGER - IGS	KPMG	9910486941 tejender.gupta@kpmg.com	
17.	ANKUSH SAXENA ASSOCIATE DIRECTOR	KPMG	9899705057 ankush.saxena@kpmg.com	
18.				


2/9/13

RFP no. 21/TCSP-PMU/2013/TR: Pre-Proposal Conference held on Aug 27, 2013
Queries & Responses

S. No.	Clause Reference & Reference Text (as mentioned by the consultant)	Query	Response
1	Section 7: Terms of Reference -A: Background: <i>With the support from the World Bank, 15 new TCs will be established in the next 5 years & existing TCs strengthened. The initial expansion activities will focus on priority industries, including Tooling, Electronic System Design & Manufacturing (ESDM), Fragrances & Flavours, Glass and Footwear, among others</i>	<p>We understand that 15 New TCs would be established as a part of the project outcome. Request you to please clarify whether any tentative locations have been identified by the Ministry for the same.</p> <p>Please specify those and if no, please suggest some suggestive locations. Also, please specify the timelines for the development/construction of the new TCs. We presume that these should be completed within 2 years and if beyond 2 years, please clarify its impact on project completion date and time.</p>	<p>Please refer Scope of Work mentioned in Section 7. Terms of Reference.</p> <p>Attention is invited to paragraph “D. Activity I of Phase I- Preparation of Inception Plan” contained in Section 7. Terms of Reference, which reads as “Develop and apply explicit criteria to select / prioritise the choice of technologies / sectors / clusters / <u>locations</u> for the upgrading and establishment of new Technology Centres in consultation with Industries and other stakeholders”</p>
2	Section 7. Terms of Reference D. Detailed Scope of Work – Phase – II – Paragraph V. Coordination & Monitoring of the construction works: <i>Coordination & monitor of the construction works with appointed agency/ies for the new and existing TCs against agreed Terms & Conditions for construction works including details on activities of subcontractors/ vendors engaged by appointed agency/ies. The Consultant will also update Office of DC, (MSME) on the progress and raise any issues impacting the construction to the Programme Coordinator in the O/o DC, MSME.</i>	<p>Will the construction work be carried out by a govt. agency? Does this also mean that the consultant has to even monitor the quality of construction work, as this will bring financial implications to the project costing.</p> <p>Our assumption is that no quality check should be carried by the consultant. Please clarify the expectations from the Consultant</p>	<p>The contents of Paragraph V “Coordination & Monitoring of the Construction Works”, under Section 7. Terms of Reference - Paragraph D – Phase II are quite clear in this regard.</p>

Handwritten signature and date: 21/9/13

3	<p>Section 7. Terms of Reference Paragraph IX Capacity Building (Section 7 – Terms of Reference – paragraph D – Phase II – sub para V)</p> <p><i>Capacity Building of the members of Programme Coordination Team in the Office of DC (MSME) in all aspects of Project Management e.g. Procurement, Financial Management, Monitoring, Environmental/ Social Safeguard and impact evaluation.</i></p>	<p>We understand that we are supposed to perform the capacity building of the employees at the DC-MSME office (i.e. Head office of the ministry). Request you to please clarify that whether the consultant's scope of work also includes any capacity building / knowledge transfer at any other location esp. the tool rooms. If yes, please elaborate the same.</p> <p>Your Comments please</p>	<p>The contents of Paragraph IX "Capacity Building" under Section 7. Terms of Reference" are quite clear in this regard.</p> <p>The Consultant's scope of work in this regard is adequately explained in Paragraph IX "Capacity Building" under Section 7. Terms of Reference". Please also refer last two bullet points under Paragraph X (Phase II) under Part D "Detailed Scope of Work" of the ToR.</p>
4.	<p>Section 7. Terms of Reference – Part E:Team Composition and Qualification Requirement for the Key Experts, Project Team Manager</p> <ul style="list-style-type: none"> • Graduate in Engineering with Post Graduation in Management • At least 12 years' experience in handling State/ National level projects 	<p>Given the scope of work can you also consider the Project Manager to have Post graduate degree in engineering given the immense amount of technicalities involved during the project execution.</p> <p>Relaxation of PG in management to PG Degree in Engineering.</p>	<p>Please refer S. No. 8 of Addendum / Corrigendum No. 1 dated 02.09.2013.</p>
5.	<p>II. General Conditions of Contract C. Obligation of the Consultant 22. Confidentiality</p> <p><i>(Section 8. Formats of Lump Sum as well as Time based Contracts: II. GCC Clause 22. Confidentiality)</i></p>	<p>Please consider Additional Clause 22.2 be considered for inclusion The Client shall make use of Consultant's report(s) only for the purposes for which it is prepared and submitted to the Client, and may not be disclosed to third parties without Consultant's prior written consent. The contents of the bid, and subsequently any Reports prepared by the Consultant, shall be afforded confidential treatment by the Client.</p>	<p>Attention is invited to GCC Clause 27.1 contained in the contract formats.</p>

De
21/9/13

6.	<p>II. General Conditions of Contract C. Obligation of the Consultant 24. Insurance to be taken by the Consultants</p> <p><i>(Section 8. Formats of Lump Sum as well as Time based Contracts: II. GCC Clause 24. Insurance)</i></p>	<p>We carry professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms. Please clarify if this is adequate for the requirements of the Clause</p> <p>Your Comments please</p>	<p>The requirements of Insurance coverage have been clearly stipulated in GCC Clause 24 and SCC Clause 24.1</p>
7.	<p>II. General Conditions of Contract of Lump Sum Contract H. C. Settlement of Disputes – 44 Amicable Settlement</p> <p><i>(Section 8. Format for Lump Sum Contract GCC 44. Amicable Settlement)</i></p> <p><i>“If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.”</i></p>	<p>Please confirm if this is Clause GCC 49.1 or Clause GCC 45.1</p> <p>“If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.”</p>	<p>Please refer S. No. 12 of Addendum / Corrigendum No. 1 dated 02.09.2013</p>
8	<p>III. Special Conditions of Contract of Lumpsum Contract 23.1 (b) (i)</p> <p><i>(Section 8. Format for Lump Sum Contract III, SCC 23.1 (b)(i))</i></p> <p><i>“23.1 (b) (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services”</i></p>	<p>Please clarify the scope of damages to be covered by the Consultant for the Third Party</p> <p>The Consultant’s liability for the Third Party may be limited to indemnification in case of third party breach of Intellectual Property as part of the project</p>	<p>Contents of the Clause are clear and no change is considered necessary.</p>

be
29/13

9.	<p>III. Special Conditions of Contract - 41.2</p> <p><i>(Section 8. Format for Lump Sum Contract III, SCC 41.2)</i></p> <p><i>Payment Schedule</i></p>	<p>The payment schedule contains the payments to be released after acceptance of certain deliverables. Request you to please define the acceptance criteria for accepting the deliverables</p> <p>We suggest you to put the clause “ if the deliverable is not accepted or comments are not given within 15 days of submission by the client, the deliverable is said to be deemed accepted:</p>	<p>Please refer S. No. 11 of Addendum / Corrigendum No. 1 dated 02.09.2013.</p>
10	<p>III. Special Conditions of the Contract - Payment Schedule of Lump Sum Contract</p> <p><i>(Section 8 Format for Lump Sum Contract III, SCC 41.2)</i></p>	<p>The special conditions doesn't specify the payment terms for the Phase II of the project. Request you to please specify the same.</p> <p>We suggest that atleast 20% be the mobilization advance and rest of the payment should be on quarterly basis.</p>	<p>Please refer to GCC Clauses 41 to 46 and SCC Clause 45.1 (a) of the Time Based Contract.</p>
11	<p>ITC 10.2 and corresponding Data Sheet reference</p> <p><i>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</i></p>	<p>Kindly provide a format for the 'Statement of Undertaking'</p> <p>Clarification required</p>	<p>Please refer sub-para (e) of third paragraph of Form TECH-I</p>
12	<p>ITC 16.2 corresponding Data Sheet reference and Clause 42.3</p> <p><i>(ITC Clause 16.2 and corresponding Data Sheet reference and SCC Clause 42.3 of Time Based Contract)</i></p> <p><i>Price adjustment provision applies for the contract for phase II of the assignment.</i></p>	<p>As per the RFP price adjustment provision is applicable for phase II of the assignment. Does that mean that the price adjustment i.e. inflation would be computed and paid on the consultant's bid value / remuneration rate quoted in FIN 3.</p> <p>Clarification required</p>	<p>SCC Clause 42.3 of Time Based Contract adequately explains the applicability of price adjustment provisions.</p>

De
21/9/13

13	<p>ITC Clause 17.4 and corresponding Data Sheet</p> <p><i>The Consultant shall submit Technical proposal: One (1) Original and five (5) copies Financial proposal: One (1) original</i></p>	<p>Is a soft copy of the technical proposal required to be submitted along with the 1+5 hard copies?</p> <p>Clarification required</p>	<p>Please refer S. No. 2 of Addendum / Corrigendum No. 1 dated 02.09.2013</p>
14	<p>Footnote in Form TECH – I</p> <p><i>(Section 3. Form TECH.1 - Footnote)</i></p> <p><i>{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}</i></p>	<p>Please clarify if a Letter of Association from consortium members, sub-contractors is acceptable.</p> <p>A Letter of association from all consortium members and sub-contractors at least confirming the following:</p> <ol style="list-style-type: none"> formal consent to work on the project confirmation of no – conflict from such an association 	<p>Please refer to “Checklist of Required Forms” given in “Section 3 - Technical Proposal – Standard Forms” and also second paragraph of Form TECH-I. Please also refer sub-para c of third paragraph of Form TECH-1.</p>
15	<p>Form TECH – 2 – Part B – “Consultant’s Experience”</p> <p><i>(Section 3. Form TECH-2- B- Consultant’s Experience)</i></p> <p><i>List only previous similar assignments successfully completed in the last five (05) years.</i></p>	<p>Please clarify if only a list of credentials are required as per format on Page 35 or detailed credentials are also needed</p> <p>Clarification required</p>	<p>The instructions and the sample formats given under Para 2 of “B-Consultant’s Experience” of Form TECH-2 are quite clear in this regard.</p>
16	<p>Section 7 Paragraph B. Terms of Reference under Objectives of the Assignment</p> <p><i>... after the approval of the World Bank Board and Government of India provide programme implementation support for a period of 5 years.</i></p>	<p>Please clarify if the PMU support is for 6 years (72 months) as mentioned elsewhere in the document or 5 years (60 months)?</p> <p>Clarification required</p>	<p>Please refer S. No. 6 & 7 of Addendum / Corrigendum No. 1 dated 02.09.2013.</p>

De
21/8/13

17	<p>Section 7 Terms of Reference Paragraph IX. Capacity Building</p> <p><i>Capacity building of the members of the Programme Coordination Team in the office of the DC MSME...</i></p>	<p>Please clarify the number of people who would need to be trained? Will this activity be based in Delhi at the Office of DC MSME? Will the Ministry arrange training venue for conducting such trainings?</p> <p>Clarification required</p>	Please refer to response against S.No. 3
18	<p>Form TECH 2: Consultant's organization and experience B Consultant's Experience</p> <p><i>(Section 7 – Form TECH – 2- B Consultant's Experience)</i></p> <p><i>"List only previous similar assignments successfully completed in the last five (05) years."</i></p>	<p>Since most of the international and national programs/assignments have been launched in the last 4 to 5 years, most of these projects are ongoing or in progress. Therefore, not too many projects can be included as per the requirement of completed projects</p> <p>Please consider ongoing projects</p>	Please refer S. No. 4 of Addendum / Corrigendum No. 1 dated 02.09.2013.
19	<p>Section 7 Terms of Reference E. Team Composition and Qualification Requirement for the Key Experts</p> <p><i>Total person-months requirement (1478) Total person-months requirement for Phase I & Phase II = 1526</i></p>	<p>In case we propose to suggest advisors beyond the list indicated, may we assume that the total available person-months are not to exceed the given 1526 person months or are we in position to recommend more man-months over and above</p> <p>Please clarify the same</p>	Please refer to ITC Clauses 14.1.2 and 14.1.3
20	<p>Section 1. Letter of Invitation Point 7</p> <p><i>whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1)</i></p>	<p>Since this is a large project requiring multi-skills for delivery purposes. We would request if the date of association with the firm could be extended till submission of the proposal.</p>	Please read paragraph 7 (b) of Letter of Invitation along with ITC Clause 14.1.1 and ITC Datasheet Clause 14.1.1.

De
2/11/13

10/26

21	<p>Section 2. Instructions to Consultants and Data Sheet Clause 12.3 (c) Sub-Contracting</p> <p><i>The Consultant shall not subcontract the whole of the Services.</i></p>	<p>Under the RFP, Subcontracting is not permissible. This is a restrictive clause. A project of such large nature may need for sub-contracting a process or services to affiliates of - the Consultant. This should be made permissible at least with a prior approval from the client.</p>	<p>ITC Clause 12.3.3 states that the Consultant shall not subcontract the <u>whole of the services.</u> Please refer GCC Clause 20.3 and also second portion of second paragraph of Form TECH-1.</p>
22	<p>Part E – Data Sheet Point 16.1 (ITC Datasheet Clause 16.1)</p> <p><i>All the four points</i></p>	<p>The text seems incomplete. Request you to kindly clarify this and its relevance to the financial proposal</p>	<p>Please read ITC Datasheet Clause 16.1 along with ITC Clause 16.1.</p>
23	<p>Section 2. Instructions to Consultants and Data Sheet Clause 16.3 (b) Taxes</p> <p><i>The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.</i></p>	<p>We propose this provision be modified as below:</p> <p>“All tax liabilities arising out of the Contract shall be the sole responsibility of the Client unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.”</p>	<p>The Tax liability of the Consultant are clearly defined in ITC Datasheet Clause 16.3. For Phase I contract, relevant clauses are GCC Clause 39 read with SCC clause 39.1 and 39.2 of the format for lump sum contract. For Phase II contract, relevant clauses are GCC clause 43 read with SCC clause 43.1 and 43.2 of the format for Time based contract. No further change is considered necessary.</p>
24	<p>Section 8: Conditions of Contract and Contract Forms Clause 18 Suspension (GCC Clause 18)</p> <p><i>The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding</i></p>	<p>The client may suspend the services and payments upon serving a notice of failure to provide services. This would give a unilateral right to withhold payments by the Client by merely serving a notice and thereby have severe revenue implications.</p>	<p>No change in the contents of GCC Clause 18 is considered necessary.</p>

12/29/13

	<i>thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</i>		
25	<p>Section 8: Conditions of Contract and Contract Forms Clause 19.1.1 Termination</p> <p><i>(GCC Clause 19.1.1)</i></p> <p><i>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</i></p>	<p>This provision gives the right to the Client to terminate the Contract post suspension of payment in case the issue is not remedied by the Consultant. Ideally the Client should have one re-course – either to terminate or to suspend. The Client may, by means of suspension of payment of the services, incapacitate the Consultant to perform/remedy the discrepancy.</p>	<p>No change in the contents of GCC Clause 19.1.1 is considered necessary.</p>
26	<p>Section 8: Conditions of Contract and Contract Forms Clause 20 (a) Standard of Performance</p> <p><i>(GCC Clause 20 (a))</i></p> <p><i>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and state and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</i></p>	<p>Highlighted terms needs clarity and can be misconstrued to have different and very wide interpretation.</p> <p>The Consultant is willing to warrant that its Services will be performed in a good and workmanlike manner. All other warranties, conditions and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise or herewith disclaimed.</p>	<p>The contents of the clause are adequate and no change is considered necessary.</p>

De
29/13

12/26

27.	<p>Section 8: Conditions of Contract and Contract Forms Clause 20 (b) Law Applicable to Services</p> <p><i>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable law.</i></p> <p><i>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</i></p> <p><i>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</i></p> <p><i>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</i></p> <p><i>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</i></p>	<p>The Consultant shall be liable for all laws that shall be liable to it as a Service provider. The law applicable to the Client shall be their responsibility.</p>	<p>The contents of the clause are quite clear and no change is considered necessary.</p>
-----	---	--	--

12
2/9/13

28	<p>Section 8: Conditions of Contract and Contract Forms Clause 22 Confidentiality</p> <p><i>(GCC Clause 22)</i></p> <p><i>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</i></p>	<p>Unilateral provision. Only protects the Confidential information of the Client. The confidential obligations should be mutual and also include exceptions to disclosure of confidential information.</p>	<p>Please refer to GCC clause 27.1.</p>
29	<p>Section 8: Conditions of Contract and Contract Forms Clause 23 Liability of the Consultant</p> <p><i>(GCC Clause 23)</i></p> <p><i>Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</i></p> <p><i>As per the SCC following is the provision:</i></p> <p><i>"Limitation of the Consultant's Liability towards the Client:</i> <i>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with</i></p>	<p>We are of the view that current liability provisions have subjective statement which amount to unlimited liability. We wish to clarify and propose the following language:</p> <p><u>"Limitation of Liability.</u></p> <p><i>1. The sole liability of Consultant and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall be the payment of direct damages and damages due by Consultant under this Agreement shall in no event in the aggregate exceed the fees and expenses received by Consultant in preceding 12 months under this Agreement with respect to the work undertaken by Consultant within the previous 12 months period.</i></p> <p><i>In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence."</i></p>	<p>Please refer S. No. 10 of Addendum / Corrigendum No. 1 dated 02.09.2013</p>

21/5/13

	<p><i>respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</i></p> <p><i>(i) for any indirect or consequential loss or damage; and</i></p> <p><i>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</i></p> <p><i>(b) This limitation of liability shall not</i></p> <p><i>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</i></p> <p><i>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</i></p>		
30	<p>Section 8: Conditions of Contract and Contract Forms</p> <p>Clause 24 - Insurance to be taken out by the Consultant</p> <p><i>(GCC Clause 24)</i></p> <p><i>The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been</i></p>	<p>The "insurance" provision is very broad in scope. The Consultant holds global insurance policies to cover its provision of services to all its clients around the world. Due to this, the Consultant cannot agree changes to the policies for individual clients.</p> <p>The SCC specifically requires insurance coverage for Professional liability insurance, with a minimum coverage of <i>[Total ceiling amount of the Contract]</i>, motor vehicle insurance, third party liability insurance, employers liability and workers compensation insurance etc.</p> <p>Instead of the aforesaid we suggest that the following language is used:</p> <p><i>"Each party will determine the types and amounts of insurance coverage it requires in connection with this</i></p>	<p>The requirements for insurance coverage are clearly defined in this clause and no change is considered necessary.</p>

De
29/11/13

	<p>taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>	<p>Agreement. Neither party is required to obtain insurance for the benefit of the other party, and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance."</p>	
31	<p>Section 8: Conditions of Contract and Contract Forms</p> <p>Clause 25.2 - Accounting, Inspection and Auditing</p> <p>(GCC Clause 25.2)</p> <p><i>The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect Site and/or all the accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.).</i></p>	<p>We propose this provision be modified as below:</p> <p><i>"The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.). Notwithstanding anything contained above, any such audit shall not take place more than once in a calendar year, shall not be carried out by a Consultant's competitor and shall be conducted in a manner which does not cause undue interference with Consultant's business operations. Furthermore, any such audit shall only be carried on prior written notice to Consultant, which normally should be at least 30 days."</i></p>	<p>No change in the contents of the clause is considered necessary.</p>

16
2/9/13

16/26

32	<p>Section 8: Conditions of Contract and Contract Forms Clause 27 - Proprietary Rights of the Client in the reports and Records</p> <p><i>(GCC Clause 27)</i></p> <p><i>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for the purposes unrelated to this Contract without prior written approval of the Client.</i></p> <p><i>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the</i></p>	<p>We request appropriate modification to this provision and wish to clarify the following:</p> <ul style="list-style-type: none"> (i) Ownership of intellectual property in all deliverables including software solution shall vest with the Consultant (ii) Ownership of intellectual property in pre-existing materials, including any enhancement and modifications to the pre-existing materials shall continue to be with the Consultant (iii) The Consultant will provide a limited internal license in deliverables, including software solution, and any pre-existing materials for use in conjunction with the Services provided by the consultant. 	<p>No change in the contents of the clause is considered necessary.</p>
----	---	--	---

De
21/9/13

	<i>development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</i>		
33	<p>Section 8: Conditions of Contract and Contract Forms Clause 42 - Interest on delayed payments</p> <p><i>(GCC Clause 42.1)</i></p> <p><i>42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</i></p>	As per the SCC the interest for delay is 8%, however as per our as per our standard practice we charge 15% interest on delayed payments.	No change is considered necessary.
34	<p>Section 8: Conditions of Contract and Contract Forms Clause 45 - Dispute Resolution</p> <p><i>Entire provision along with the provisions in the SCC provision.</i></p>	We propose that in the dispute resolution mechanism is revisited prior to entering into a definitive agreement. It will be in the interest of both parties in resolving the disputes as per Indian Laws and procedures under the Indian Arbitration and Conciliation Act, 1996 and its rules. Also hosting these proceedings and providing exclusive jurisdiction to Indian courts is in the best interest of both parties.	Please refer to S. No. 13 to 19 of Addendum/Corrigendum No. 1 dated 02.09.2013
35	<p>Section 7. Terms of Reference - D. Detailed scope of work</p> <p><i>Deliverables</i></p>	Concept of a National Portal , first level ToR for engaging IT Service Provider , MIS System Design and Architecture (T1+3 months)	The query is not clear.
36	Section 7. Terms of Reference - Section E: Technology Architect / Applications Specialist	Footnote indicates that "Of the 4 positions, atmost 2 can also be from Graduate in Economic desciplines". However, only 2 profiles are being sought here. Request you to kindly clarify this.	Please refer S. No. 20 of Addendum / Corrigendum No. 1 dated 02.09.2013.
37	<p>Terms of Reference Section E</p> <p>E. Team Composition and</p>	For certain profiles, requirement w.r.t onsite presence is mentioned e.g. "M&E specialist (With 3 days a week on site presence)". Please clarify if	The requirements are clearly stipulated in the Terms of Reference.

De
21/11/13

	Qualification Requirement for the Key Experts	there is any specific on site presence required for other profiles.	
38	II. General Conditions of Contract - Payment terms <i>(Section 8. Format of Lump Sum Contract III. SCC Clause 41.2)</i>	We would request to please clarify the payment terms for the Phase II of the project. It is not clear from the conditions of contract	Please refer to the response against S.No. 10
39	General	Is there any EMD or Processing Fee to be submitted along with Proposal.	Please refer ITC Datasheet Clause 10.1.
40	<i>Section 3- Form TECH-6- "Team Composition, Assignment and Key Experts' inputs".</i>	Is it Mandatory to provide names of Non Key Experts like Support Staff at the proposal submission stage.	Please refer S. No. 5 of Addendum / Corrigendum No. 1 dated 02.09.2013.
41	Part E – Data Sheet Point 16.1 (ITC Datasheet Clause 16.1)	Clause 16.1 in Data Sheet seems to be incomplete.	Please refer to the response against S. No. 22
42	Data Sheet 21.1	Request clarification on how would you evaluate Specific experience of the Consultant relevant to the Assignment.	The evaluation criteria is clearly defined in the RFP. Please refer the contents of ITC Datasheet Clause 21.1 along with ITC Clause 21.1.
43	Data Sheet 21.1	Request clarification on what parameters the marks for Transfer of knowledge (training) program be evaluated.	
44	Data Sheet 21.1	How are you going to evaluate the CVs on general qualifications, assignment adequacy .e.g. would a post graduation be weighted more than graduation and by how much %age / any specific training you are looking for and any number of years on the sector experience.	
45	Data Sheet 21.1	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.). Could you please elaborate on the regional experience that you are looking for. What are the specific regions for which you are expecting the local language proficiencies – Punjabi / Marathi / Tamil / Kannada/Bengali etc and what level of proficiency is expected.	
46	<i>ITC Clause 26 and 27</i>	Could you pl clarify on the ITC Clause 26 and ITC Clause 27 as these are not clearly mentioned in the document.	Please read ITC Clause 26 and ITC Clause 27 along with ITC Datasheet Clauses 26.1 & 27.1.
47	Data Sheet 28	Also the number for ITC Clause 28 is not clearly earmarked. The ITC Clause 28.4 as referred on Page No. 39 is not available in the document. Pl clarify.	Please refer S. No. 3 of Addendum / Corrigendum No. 1 dated 02.09.2013.

16/11/13

19/26

48	Section 5, Eligible Countries	Section 6.3.2 is not available in the document as referred at Page No. 70.	ITC Clause 6.3.2 is available under "Instructions to Consultant"
49	IV Appendices, Section 23.1 <i>(Section 8. Format for Lump Sum Contract, SCC Clause 23.1)</i>	Please clarify on the limitation of liability clause. Please limit this to the total contract value.	Please refer to the response against S. No. 29
50	Section F / 41.2.2 and 41.2.3 <i>(Section 8. Format for Lump Sum Contract, SCC Clause 41.2.2 and 41.2.3)</i>	Mode of billing and payments - The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s). "Requesting to change this to thirty (30) days instead of sixty (60) days. "The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report." Requesting for changing the 90 days clause to 45 days.	No change is considered necessary.
51	SCC 45.1.a <i>(Section 8. Format for Time Based Contract - SCC Clause 45.1(a))</i>	Please clarify on the advance payment for bank guarantee. As stated in the SCC is that 10% of the contract value for Phase I engagement or 10% of total contract value for Phase I and Phase II both taken together.	The provision for submission of Advance Payment Bank Guarantee for Phase II is provided in SCC Clause 45.1 (a) of Time Based Contract.
52	SCC Clause 41.2 of Lump Sum Contract	We could infer that the payment schedule mentioned is for Phase I. Pl provide payment schedule for Phase II part of the engagement as well.	Please refer to response against S.No. 10
53	NA <i>(Section 2. ITC Data Sheet Clause 17.7 and 17.9)</i>	Considering the complexity of the project, requesting to provide last date of submission extension of atleast 4 weeks so that we could present our best response.	No change in the last date of submission of proposals is considered necessary.
54	Section 1. Letter of Invitation Paragraph 9.	The Client intends to award two contracts to the selected consultant firm simultaneously. The first contract shall be a "Lump-sum" contract for Phase I and second contract shall be a "Time based" contract for Phase II. The contract for Phase II will become effective only after approval of the Programme "TCSP" by the World Bank. Clarification sought: If the World Bank approval takes some time (say a few months), we are assuming that we would not be obligated to keep either the Phase I of the	Please refer paragraph D - "Detailed Scope of work" under "Terms of Reference".

De
29/11/23

20/26

		Phase II team deployed in that duration. Please confirm if this understanding is correct.	
55	Section 7 Terms of Reference <i>(Section 7. Terms of Reference – Third sub-para of paragraph B. Objective of the Assignment)</i>	<p>To prepare the roadmap for this Programme, O/o DC, MSME seeks to engage the services of a reputed professional consulting firm that will establish Programme Management Unit (PMU) to develop a Detailed Project Report (DPR) for this Programme and then, after the approval of the World Bank Board and Government of India provide programme implementation support for a period of 5 years.</p> <p>Clarification sought: We assume this is erroneously mentioned as 5 years, and should be 6 years instead. Kindly confirm.</p>	Please refer to response at S.No. 16
56	Section 7 Terms of Reference	At few places the Terms of reference listed as duration of 5 years. The reference are made at the following places. However the phase 2 is mentioned as 6 years i.e 72 months. Kindly clarify the duration of the phase 2.	Please refer to response at S.No. 16
57	<i>(Section 7. Terms of Reference – Paragraph E – Team Composition and Qualification Requirement for the Key Experts)</i>	<p>The qualification and experience of experts is qualifying condition or score will be awarded according to the highest level of qualification and experience desired in the RFP.</p> <p>a. Case 1. In case expert is not Post graduate but PG diploma will she/he be disqualified and awarded Zero marks in the respective evaluation criteria or will be awarded fewer marks for the qualification say 3 out of 5.</p> <p>b. Case 2. In case expert has less years of experience than desired. If the expert has 12 years of experience rather than 15 years as desired in the RFP. Will the expert be disqualified (Zero marks in respective evaluation criteria) or awarded fewer marks for the experience say 3 out of 5.</p> <p>c. Case 3 Relevant experience: The relevant experience of the expert such as in the field of vocational training/managing government procurement/ IT experience for skills development project etc. would only be counted. Experts having experiences from non skills/vocational training/tool room sectors will be</p>	<p>The evaluation criteria is clearly defined in the RFP. Please refer the contents of ITC Datasheet Clause 21.1 along with ITC Clause 21.1.</p>

Ne
21/11/17

		disqualified (Zero marks in respective evaluation criteria) or awarded fewer marks for that not relevant sector experience say 3 out of 5.	
58.	<i>Section 8. Format of Lump Sum Contract – GCC & SCC Clause 41.2</i>	If the design phase extends beyond 6 months due to reasons beyond the consultant's control, will it be compensated to the consultant? If yes. How?	Please refer to SCC Clause 41.2 of the format of Lump Sum Contract
59.	<i>Section 7. Terms of Reference</i>	<p>There will be procurement of Technology partner, Cluster Network Manager and IT service provider.</p> <p>a. The payments these three shall be made directly by the DC MSME office and we understand that PMU consultant hired under this RFP shall have no role in that.</p> <p>b. The consultant under this bid will monitor/supervise and report the work of these three agencies. What will be operational linkages of PMU with these three agencies hired during the project implementation?</p>	Please refer paragraph D - “Detailed Scope of work” under “Terms of Reference”.
60.	<i>Section 7. Terms of Reference</i>	The agency hired under IT Service provider shall design the portal. Does the maintenance will be the PMU consultant's responsibility?	
61.	<i>Section 7. Terms of Reference</i>	Will Government pay for the actual expenses for stakeholder consultations/meetings workshops/exposure missions in India and abroad shall be organized? Is there separate budget allocation defined for this incidental expenses?	Please refer ITC Clause 16 “Financial Proposal” and relevant Clauses under Datasheet as well as Form FIN- 4.
62	<i>Section 7. Terms of Reference – Paragraph F</i>	Will the consultant get free office space in the regional MSME offices as well, since we assume a lot of work will have to be coordinated from field locations?	Please refer Paragraph F “Client’s input and Counterpart personnel” of “Terms of Reference”.

He
21/11/13

63	Section 7: Terms of Reference	<p>Have the locations for the new 15 TCs already been identified? If yes, then the list may be shared. In case not identified, is there any role envisaged from consultants to assist on the activity? Since, this will have a bearing on the timeline for preparation of the DPRs and hence have an impact on the overall project timeline in Phase I, we request for more information.</p> <p>We would like to confirm that the PMU consultants would not have any role in obtaining Govt. / statutory clearances for land, environment, pollution etc. for new TCs ?</p>	<p>Please refer to response against S.No. 1</p> <p>The understanding is in accordance with Section 7. Terms of Reference contained in RFP.</p>
64	Section 7. Terms of Reference	Are the consultants also required to prepare DPRs for upgradation of the 18 existing TCs ?	Please refer Scope of Work under Terms of Reference.
65	Section 7. Terms of Reference – Paragraph E. Team Composition and Qualification Requirement for the Key Experts	<p><i>For the position of Senior Financial Management Specialist, desired qualification criteria is “M.Com / MBA with Accounting background / or professional accounting qualification such as Chartered Accountant / Cost Accountant”</i></p> <p>We would like to clarify whether similar qualification but having degree with a different nomenclature like M.Sc in Accounting/Finance for such position would be considered for this position.</p> <p><i>Similarly for the position of Team Manager the desired qualification is Graduate in Engineering with Post Graduation in Management</i></p> <p>We would like to clarify whether a person having a graduate degree in Engineering and with a post graduate degree in Engineering (M.Tech) would be considered for this position.</p>	<p>Please refer S. No. 9 of Addendum / Corrigendum No. 1 dated 02.09.2013</p> <p>Please refer S. No. 8 of Addendum / Corrigendum No. 1 dated 02.09.2013</p>

 215113

66	Instructions to Consultants, E. Data Sheet, Point 10.1 <i>(ITC Data Sheet Clause 10.1)</i>	Can we submit a firm Board Resolution instead of a Power of Attorney for authorization to sign the proposal?	Please follow the instructions contained in the RFP.
67	Data Sheet, Point 14.1.2 and Terms of Reference	The total duration proposed for the phase 1 of the assignment is 6 months. A considerable amount of work is envisaged during the first 4 months of the assignment. Considering that the initial design phase of the assignment being critical to the overall implementation of the program in the subsequent phase, we feel the timeline of 4 months is not sufficient. We therefore request MoMSME to consider extending the initial phase to 8 months.	No change is considered necessary.
68	Governance Framework	The Governance Framework and Committees/Working Groups proposed would be critical to the implementation of the project. Is there detailed TOR available for the above Committees and Working Groups and whether it could be shared.	Adequate information has been provided in the RFP.
69	Section 7. Terms of Reference Background	Information on the existing TCs such as courses offered, number of students passing out, base salary of students etc. are not available in public domain. We request MoMSME to provide us this information as this will help in preparing the technical bid.	Adequate information has been provided in the RFP.
70	Special Conditions of the Contract, Clause 42.3 on Price adjustment on the remuneration applies <i>(Section 8. SCC Clause 42.3 of Time Based Contract)</i>	The formula for R_f may be reviewed. If R_f is the adjusted remuneration then the first multiplier within the bracket would be 1.0 instead of 0.1.	No change in the formula for adjustment of remuneration is considered necessary.
71	SCC – GCC Clause reference 23.1 <i>Section 8</i>	The limitation of liability is not specified. This may be fixed at the total value of the contract except for the cases which is already mentioned in the clause.	Please refer to response against S.No. 29.
72.	GCC Clause 27 in both draft contracts	We understand that our pre-existing IPR's remain with us and that any supply of these or any third party owned IPR's to client would be under an agreed license arrangement. Further, the working papers and methodologies used by the consultants would be retained by the Consultants. Please confirm.	The Proprietary Rights of the Client in Reports and Records shall be in accordance with GCC clause 27 given in the formats of contracts and no change is considered necessary.

24/11/24

Additional Queries received during pre-proposal conference and responses

73.		What all facilities would be provided as part of the office space to the PMU	Please refer first sub-para of paragraph F of Section 7 Terms of Reference
74.		Many of the Indian Management Institutes award a Diploma in management and not a degree. Will this be considered equivalent to Masters Degree in Management?	Please refer ITC Data Sheet Clause 1 (c)
75.		Under Section 7 while detailing the position of Finance Management Specialist in Phase II, under the educational qualification & experience, it is mentioned 'Min 7 years of experience in Govt./ Public Sector' while the relevant qualification does not mention Govt project experience – please clarify	(Please read the contents of Column 3 & 4 together)
76.		How will you clarify the man months being put is by an expert for calculation of remuneration	Please refer GCC Clause 45.1 (b) of Time Based Contract
77.		Is it mandatory for all the experts to sign their CVs or can the authorised representative can sign on behalf of expert	The Format for Form TECH-6 (Curriculum Vitae-CV) contains a Certificate to be signed by the Key Expert, which must be complied.
78.		Can be form association with non-shortlisted companies to bid for the project	Please refer ITC Data Sheet Clause 14.1.1
79.		Is it compulsory for expert to sign on CV, or authorised Signatory sign can be made on his / her behalf	The format for CV for experts [Form TECH-6 (CV)] contains a Certificate to be signed by the key experts, which must be complied.
80.		Is it possible to get an extension of 15 -20 days for submission of proposal	No change is considered necessary
81.		As mentioned the PL should have prior work experience in a project of project value (> 20 million USD)	The contents of the Clause are quite clear.
82.		Can you clarify that project value refers to overall cost of the project and not Consultant fee	The contents of the Clause are quite clear.
83.		What documentary proof required to prove project cost as most of time such information not available for Public Domain.	The consultant should be prepared to substantiate the contents of the proposal, if so requested by the Client.
84		ToR, Phase I – Point 5 Develop the monitoring & Evaluation (M&E) framework for the Programme, provide the baselines and design a robust National Portal including MIS. (Request clarification, on whether baseline assessment is part of the consultant scope of work, and if yes and what	Please refer to Section 7. Terms of Reference Paragraph C (Scope of Work of the Consultant) – point (v) & Paragraph D (Detailed Scope of Work) – Sub-para V.

Handwritten signature and date 29/1/17

		are the requirements of the baseline assessment in regard to coverage, entities etc.	
85		Number of Consultants for phase I (page 27) says 3 but in the table on page 78 it says 2, kindly clarify.	Please refer S. No. 21 of Addendum / Corrigendum No. 1 dated 02.09.2013

De
21/9/17