

Clarification on RFP document in connection with the proposed “Consultancy Services for Carrying Out Study for Study on In-depth analysis of millet for its potentialities for production, processing, value addition & market opportunities for sustainable economic growth in the state of Arunachal Pradesh”

Pre-Bid Queries

S. no	Page number and reference of RFP	Particulars	Query	Response
1	Clause 11 (9.3 a) Page 18	The estimated number of months required for the Assignment / Job is: 6 months from the date of contract	Given the extensive primary coverage required in a project of such nature, we would request if the duration of the study can be extended by 2 months to allow for a comprehensive research	As per EOI-RFP.
2	Clause 14.7 Page 15	Method of Selection – Combined Quality cum Cost Based System (CQCCBS)	Given the importance of the project, we would request if the technical / financial weightage may be modified from 70:30 to 80:20.	As per EOI-RFP.
3	Clause 4 Page 2	A three-stage procedure will be adopted in evaluating the proposals	<p>We would request for some clarity of the 3 staged evaluation process as the proposal needs to be submitted in 2 parts – technical and financial proposal only as mentioned later in the document.</p> <p>Do we need to send a third envelope containing the documents for shortlisting as specified in Pg2-3 (5A technical, B. financial, C. key professional) of the RFP OR the technical proposal will suffice?</p>	<p>As per EOI-RFP.</p> <p>In the first stage eligibility of the Consultants will be ascertained on the basis of qualifying criteria to be submitted as per form.</p> <p>In the second stage, only shortlisted Consultant will be informed to submit the soft copy of the technical proposal in pdf format.</p> <p>In the third stage, a technical presentation by all the eligible Consultants will be held before the Internal Committee of experts constituted for the study.</p>

4	Clause 13.2 Page 13	A soft copy of the technical proposal is to be submitted in PDF format by the shortlisting consultants at tedf@nedfi.com.	Request to clarify if we need to submit the technical proposal in soft copy as well at the mentioned mail id. Also by when do we need to mail the soft copy?	The soft copy of the technical proposal needs to be submitted only by the shortlisted Consultants who qualify in the first stage.
5	Clause 4, Page 17	Last date and time for proposal submission – 27 Dec 24.	We would request to consider 2 weeks extension of the deadline for proposal submission as it is a physical submission cause of which proposal needs to be couriered in advance, year-end breaks and multiple similar category tenders from NEDFI issued for same day submission.	As per EOI-RFP.
6	Clause 13.2 Page 13	A soft copy of the technical proposal is to be submitted in PDF format by the shortlisting consultants at tedf@nedfi.com.	Given soft copy of the technical proposal needs to be provided, we would request that instead of physical submission of the proposal online submission be considered. For financial proposals the consultant can submit password protected files and password can be shared during financial opening.	As per EOI-RFP. We regret that we cannot comply with the request
7	Other	Liability of the consultant	We would request that liability for any direct loss or damage to be limited to the total fees paid under the engagement as is the case in other similar tenders.	Not Applicable
8	Other	Third Party Indemnity from the client	We would request for addition of third party indemnity to the consultant	Not Applicable
9	Other	Branding on deliverable	We would request to kindly build in approvals from the consultant before any external circulation of deliverable/ report if these are consultant branded deliverables.	Not Applicable
10	RFP cum EoI for NEDFi Millet Study/ Section 1 Letter of Invitation/ Point 5/ (B) Financial/	The Annual Financial Turnover of the Consultant must be equal to or more than Indian Rupees 1 (one) Crore per annum during	For the mentioned criteria, does the bidder need to submit a CA Certified certificate for turnover or balance sheets or ITR or all of the mentioned	CA Certified certificate will be required for turnover.

	Page 3	the last 3 (three) years. • The annual Turnover from Consultancy services must be equal to or more than Indian Rupees 50 (fifty) Lakh per annum in the last 3 (three) years.	documents or is there any other specific requirement, kindly clarify	
11	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part II Data Sheet/ Clause No. 16/ Page No. 18	Consultant must submit 1 (one) copy of the Technical Proposal and the Original of the Financial Proposal. Once shortlisted, the Consultants will be intimated through email to submit a soft copy (PDF) of the technical proposal at tedf@nedfi.com . The soft copy of the proposal should be in line with the technical proposal submitted offline. The results of the shortlisted consultant will be displayed on the website	The submission instructions given in the RfP cum EoI contradicts with the instructions written in the Evaluation Sheet for the study. The Bidder is seeking clarification on which instructions to be follow for the fulfilment and submission of the proposal.	As per EOI-RFP. There is no contradiction.
12	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part-IStandard Information / Clause No. 13.2/ Page No. 13	A soft copy of the technical proposal is to be submitted in PDF format by the shortlisting consultants at tedf@nedfi.com		
13	Evaluation Sheet for NEDFi Millet Study/ 7. Submission Instructions/ Page 2	a) Separate envelopes for Technical and Financial proposals. b) Submission Requirements: a. Hard Copies: One original copy for Technical and Financial proposals. b. Soft Copy: PDF of the technical proposal (on a pen		As per RFP. There is no mention of ‘a pen drive in the technical proposal envelope’ in the EOI-RFP.

		drive in the technical proposal envelope).		
14	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part I Standard Information / 13.3/ Page No. 14	The Employer shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.	The submission seems to be clear its offline, but then bidder requests some clarity on the mode of submission - whether it is going to be By Hand/ Post/ Speed Post/ Courier or any other means?	Any mode of submission is acceptable. The bid document should reach us on or before 3.00 PM on 27 th December 2024.
15	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part II Data Sheet/ Clause No. 17/ Procedure for Detailed Evaluation of Technical Qualifications:/Page No. 19	(iv) Adequacy of the proposed methodology and work plan in response to the terms of reference: 40 marks out of 100 as per the following sub criteria: a) Power point presentation on Technical approach, work plan & methodology (80%) b) Organization & Staffing (20%)	The bidder is seeking clarification from the client on specific marks allocated for "proposed methodology and work plan" as its mentioned in the RfP 32 marks will be allocated to the presentation and 8 to the Organization & staffing; does it means there is no specific marks allocated for the technical writeup in the proposal? Or the approach & methodology writeup will carry some specific marks?	As per EOI- RFP.
16	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part II Data Sheet/ Clause No. 12/ Page No. 19	The formats of the Technical Proposal to be submitted are: Form Tech-1: Letter of Proposal Submission. Form Tech-2: Consultant's Organization & Experience. Form Tech-3: Comments & Suggestions on TOR. Form Tech-4: Approach & Methodology. Form Tech-5: Team Composition. Form Tech-6: Curriculum Vitae. Form Tech 7: Staffing Schedule. Form Tech-8: Work Schedule	As per the clause, Form TECH-9 refers to " <i>Comments/Modifications suggested on the draft contract,</i> " and Form TECH-10 refers to " <i>Information regarding any conflicting activities and declaration thereof.</i> " However, in Section 3: Technical Proposal - Standard Forms, Form TECH-9 is listed as " <i>Information regarding any conflicting activities and declaration thereof,</i> " and Form TECH-10 appears to be missing entirely. Could you please clarify the following: 1.Should Form TECH-9 pertain to " <i>Comments/Modifications suggested on the</i>	Consider it as a typo error. Form Tech-10 may be omitted. Only form Tech-9 should be considered which should read as 'Information regarding any conflicting activities and declaration thereof'.

		<p>Form Tech-9: Comment / modification suggested on draft contract.</p> <p>Form Tech-10: Information regarding any conflicting activities and declaration thereof.</p>	<p><i>draft contract" or "Information regarding any conflicting activities and declaration thereof"?</i></p> <p>Is Form TECH-10 missing in Section 3? If so, could you provide the details and format for this form?</p>	
17	<p>RFP cum EoI for NEDFi Millet Study/ FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS/Position Task assigned for this job/ Page No. 26.</p>	<p>Position Task assigned for this job</p>	<p>The roles and responsibility defined for the particular position is not clarified in the RfP; Bidder is seeking clarity on that.</p>	<p>To be submitted by the Consultant based on the understanding of the Scope of Work.</p>
18	<p>RFP cum EoI for NEDFi Millet Study/ Section 5 Terms of Reference/ PART I/ 5. Payments to the Consultant/ Page 40.</p>	<p>On acceptance & incorporation of suggestions/ modifications if any by the Internal committee at each stage of following deliverable.</p> <ul style="list-style-type: none"> • Inception Report & presentation: following incorporation of suggestions/modifications and acceptance by Internal Committee: 25% of the total cost of services. •Mid Term Report & presentation: following incorporation of suggestions/modifications and acceptance by Internal Committee: 25% of the total cost of services. •Draft Final Report & Stakeholder presentation: 	<p>Deliverable based payment dispersal mentioned in RFP & Evaluation Sheet Contradicts with each other; the bidder seeks clarity on the disbursal of payment.</p>	<p>As per EOI-RFP. There is no contradiction.</p>

		<p>following incorporation of suggestions/modifications and acceptance by Internal Committee: 25% of the total cost of services.</p> <p>•Final Report: following incorporation of suggestions/modifications and acceptance by Internal Committee: 25% of the total cost of services.</p>		
	<p>Evaluation Sheet for NEDFi Millet Study/ 6. Payment Milestones / Page 2</p>	<p>a) Inception Report: 10% (within 1 month of contract signing).</p> <p>b) Mid-Term Report: 30% (within 3 months of contract signing).</p> <p>c) Draft Final Report: 30% (within 4 months of contract signing).</p> <p>d) Final Report: 30% (within 6 months of contract signing).</p>		<p>As per EOI-RFP.</p> <p>There is no such information.</p>
19	<p>RFP cum EoI for NEDFi Millet Study/ Section 2 Information to Consultants/ Part II Data Sheet/ Clause No. 8/ Page No. 17</p>	<p>(d) Experience in carrying out studies of similar nature during the last three years: one study of value not less than Rs. 10 lakhs, or 2 studies of value not less than Rs. 5 lakhs each.</p> <p>(e) Experience in carrying out studies or surveys in Northeastern India in past three years: One study or survey covering any North East State.</p> <p>(f) Experience in carrying out studies or surveys for Government of India / State Government Ministries or</p>	<p>The bidder seeks clarification that minimum how many projects/ assignments are required to score full marks in all the criteria.</p> <p>Kindly provide criteria wise number of projects required.</p>	<p>The maximum number of relevant assignments which falls within the stipulated time period as specified in the EOI-RFP can be submitted by the Consultant.</p>

		Departments in the past three years: One study.		
20	RFP cum EoI for NEDFi Millet Study /Section 2 Information to Consultants /Part II Data Sheet/ Clause No. 17/ Procedure for Detailed Evaluation of Technical Qualifications:/Page No. 19	The consultants have to make a presentation before the Employer on a date intimated by the employer. The presentation shall be focused on Technical Approach and Work Plan. The consultants shall also correlate in the presentation its past experience of the relevant project executed by them and experience and skills of the key personnel proposed to be deployed to prove its capability and preparedness to execute work adhering planned technical approach and work plan. The inputs gathered during presentation shall be factored in evaluation of all criteria including “Adequacy of the proposed methodology and work plan”. The minimum qualifying marks will be 70 for opening of financial bid.	The bidder is seeking clarification of date’s for “Technical Presentation”, “Technical Bid Opening”, “Financial bid Opening” or mode i.e. Online or Offline and Venue if Offline	Will be informed at the appropriate time as per procedure.
21	RFP cum EoI for NEDFi Millet Study /Section 5 Terms of Reference /Part I Objective and Scope of Work/ Clause No. 4/ Deliverables, Stages of Deliverables, Content of each Deliverable:/Page No. 40	100 sets of coloured hard bound copies of the final report are to be submitted along with the soft copy of the report in pdf and word format.	The large volume of printed copies of the final report will impact the budget being quoted for this project. Should the bidder consider adding the cost of printing 100 Colored Reports to the project budget, or will that be compensated by the client separately?	As per EOI-RFP.

22	Pg. 5, Under point 5. (B)-Financial	<p>The Annual Financial Turnover of the Consultant must be equal to or more than Indian Rupees 1 (one) Crore per annum during the last 3 (three) years.</p> <p>The annual Turnover from Consultancy services must be equal to or more than Indian Rupees 50 (fifty) Lakh per annum in the last 3 (three) years.</p>	<p>We understand that the consultant here refers to the lead consultant of the bidding consortium. Kindly confirm if our understanding is correct.</p> <p>We also understand that the overall turnover of the lead consultancy firm (in a sub consortium) should be more than INR 1 crore per annum during the last 3 years whereas its turnover from consultancy services should be more than INR 50 lakhs in last 3 years. Kindly confirm if our understanding is correct.</p>	<p>Yes.</p> <p>Yes.</p>
23	Pg. 3, Under point 5. (C) Key Professionals Qualifications & Experience, point 3	<p>Horticulture specialist: A Post-graduate qualification in Horticulture discipline, experience of having worked in NER in agribusiness related domain along with 10 years' experience in similar work.</p>	<p>A foodgrains specialist would be more appropriate for study of millets. Requesting to kindly modify the requirement accordingly.</p>	<p>We regret we cannot incorporate this suggestion.</p>
24	Pg 5, Under point 5. (C)- Key Professionals Qualifications and Experience, Pg 12, 9.2 (C), and Pg. 13, 9.4(e)- Under Form-Tech 5	<p>For all of the mentioned positions (except Team leader), the experience required is mentioned differently on page 5 and 12, and page 14:</p> <ul style="list-style-type: none"> • Experience of having worked in NER in agribusiness related domain along with 10 years' experience in similar work. (Page 5 and 12) <p>10 years adequate experience of having worked in NER in</p>	<p>We understand that the project requires key experts (except team leader) with 10 years of experience in doing similar work and experience of working in North-East Region. We understand that the experts do not require to have 10 years of experience of working in NER (as shown on Page 14).</p> <p>Request you to kindly clarify and confirm the experience requirements.</p>	<p>Refer page No 3 of © Key professionals Qualifications and Experience.</p>

		agribusiness related domain along with experience in similar work (Page 14)		
25	Pg 5, Under point 5. (C)- Key Professionals Qualifications and Experience, Pg 12, 9.2 (C), and Pg. 13, 9.4(e)- Under Form-Tech 5	For all of the mentioned positions (except Team leader), the experience required is 10 years in agribusiness related domain/NER	We request you to kindly consider 7 years of total experience for the key experts (except team leader) and 10 years for Team Leader	We regret we cannot consider this suggestion.
26	Pg 9, Point 3.2	If the Consultant had formed an Association of Consultants, each member of the Association of Consultants shall be evaluated as per the Qualification/ Eligibility Criteria set forth in Part II (Data Sheet). The average combined score of each member of the Association of Consultants shall be taken into account for evaluation purposes.	Request you to kindly clarify the term "Association of consultants". Requesting to not consider taking in external experts / freelance consultants as "Association of Consultants". In addition, request you to kindly consider only lead member of the association to be evaluated for technical and financial eligibility criteria.	"Association of consultants" means JV/ Consortium partners. External experts / freelance consultants will not be considered. Only lead member will be taken into consideration.
27	Pg 19, Point 8(3.2)	Qualification / Eligibility Criteria of each member of the Association of Consultants	We request you to kindly clarify if the association of consultants includes association of a consulting firm with individual consultants also. Individual Consultants who are taken on project basis by Consulting firms may not be able to qualify for turnover conditions & also cannot be themselves a registered legal entity.	Association of consultants should not include individual consultants.
28	Pg 23, Note	Note: Please provide documentary evidence regarding the details of similar	For ongoing assignments, we understand	Ongoing assignments will not be considered.

		<p>assignment(s) undertaken by the Consultant along with the experience certificate(s) from client(s) clearly indicating the scope of the services rendered by the Consultant in support of having completed the assignment(s) or Work Order(s) along with Self Certificate(s) of Completion (Certified by Statutory Auditor) of the assignment(s). Experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.</p>	<p>submission of only the Work Order / Contract that indicates the scope of services is required.</p> <p>Only for completed assignments, client's certificate of completion / auditory attested completion certificates is required.</p> <p>Kindly confirm if our understanding is correct.</p>	<p>Yes.</p>
29	Pg 39, Point 3 Terms of Reference	<p>Mapping of the existing millet production and all potential areas in the state through primary survey.</p>	<p>We understand that the technical components related to the sample size, area, stakeholders, or other details related to field survey and primary interactions for the project is left open ended to be developed / scoped by the bidding firm.</p> <p>Kindly confirm if our understanding is correct.</p>	<p>Subject to approval of the Internal Committee of experts constituted for the study.</p>
30	---	<p>Tentative Budget</p>	<p>Requesting to kindly provide the tentative budget. This is critical to determine the sample sizes for primary stakeholder interactions / field surveys.</p> <p>Keeping the budget open leads to wide variations in interpretation of the depth of scope of work by different consulting firms.</p>	<p>We regret we cannot comply with the request.</p>

31	Pg 40, Point 4 – Terms of Reference	<ul style="list-style-type: none"> • Development of a representative and bankable business plan / Detailed Project Report (DPR) for the identified millet-based food products suitable for MSME or self-employed individuals. • The business plan / DPR should have a detailed section on risk identification, risk analysis and risk mitigation strategies in a business development context including that for production, post-harvest management, value addition, processing, branding, marketing, regulations, quality control, geo-political and climaterisk contexts and allied. 	<p>Kindly confirm the number of millet- based food products for which business plans are to be developed. This is required to appropriately estimate effortof the team.</p> <p>The DPR / business plan does not require any kind of civil construction requirement assessment / details. Kindly confirm our understanding.</p>	<p>The sample size to be taken in the primary survey of the study should be representative of the entire state.</p>
32	Pg 41, Point 6 –Location of the Work	<ul style="list-style-type: none"> • All the districts/cities of Arunachal Pradesh 	<p>Since the study pertains to millets cultivation, we understand that stakeholder consultations would be required only in those districts / areas where there is millets cultivation. We can restrict our field work to those specific areas.</p> <p>Kindly confirm if our understanding is correct.</p>	<p>The sample size to be taken in the primary survey of the study should be representative of the entire state.</p>

33	Pg 41, Point 6 –Location of the Work	---	<p>We understand that the team proposed (experts & non-experts) are required to be at NEDFi office / Arunachal Pradesh only on need basis for field surveys & stakeholder consultations.</p> <p>Secondary research & rest of the assignment can be carried by the team from their respective home locations across India.</p> <p>Kindly confirm if our understanding is correct.</p>	No office space will be provided by the Employer to the selected Consultant at any location.
34	Pg 40, Point 4 – Deliverables, Stages of Deliverables, Content of each Deliverable	100 sets of colored hard bound copies of the final report are to be submitted along with soft copy of the report in pdf and word format	Kindly clarify if “100 copies” is correct since it would have a considerable financial cost associated.	As per EOI-RFP
35	Clause No.9: Preparation of Proposals, Page No. 9 9.2 (A) Technical	(a) At least 1 (one) assignment of similar nature during last 3 (three) Years. The value of which should not be less than Indian Rupees 10 Lakhs (or equivalent in foreign currency), or 2 (two) assignments of similar nature with a value of which should not be less than Rupees 5 lakhs each.	<p>Kindly extend the timeframe for qualifying assignments from the last 3 years to the last 10 years.</p> <p>A 10-year timeframe will allow for the inclusion of relevant past experiences, enabling a larger pool of capable consultants to participate. In addition to the completed projects, kindly requested to please consider the ongoing projects which have been continuing beyond two years.</p>	We regret we cannot comply with the request.
36	Clause No. 9: Preparation of Proposals, Page No. 9 9.2 (A) Technical	(b) At least 1 (one) assignment in the NER States during the last 3 (three) years	Kindly extend the timeframe for qualifying assignments in NER states from the last 3 years to the last 10 years as a 10-year timeframe will allow for the inclusion of relevant past experiences, enabling a larger pool of capable consultants to participate.	We regret we cannot comply with the request.

			<p>In addition, request clarification on whether the assignment in NER states should be of a similar nature or if it can be any consulting assignment.</p> <p>Clearer definitions will help bidders assess the relevance of their past projects and their eligibility for participation.</p>	As per EOIRFP
37	<p>Clause No.9: Preparation of Proposals, Page No. 11 9.4 (e) Form Tech-5</p>	<p>Desired experience / expertise (Individual CVs may highlight the specific desired points as small 'experience notes' in 250 words along with list of relevant projects done in last 3 years)</p>	<p>Extend the timeframe for relevant projects to the last 10 years.</p> <p>Expanding the duration increases the chance to showcase significant expertise and impactful projects that are relevant but slightly older.</p>	We regret we cannot comply with the request.
38	<p>Section 5, Terms of Reference</p>	<p>Scope of work includes extensive data collection, stakeholder consultations, and field visits.</p>	<p>Specify if NEDFi will provide letters of introduction or facilitate access to local offices and stakeholders for smooth fieldwork.</p> <p>Ensuring access to local resources is critical for smooth execution within the stipulated timeframe.</p>	<p>Yes.</p> <p>As per EOIRFP.</p>
39	<p>Section 2 Information to Consultants, Clause no.11, Page no. 18</p>	<p>6-month duration for completion of the assignment, including stakeholder consultations and data analysis.</p>	<p>Confirm if there is a possibility of extending the time line in case of unforeseen challenges, particularly during field visits.</p> <p>External factors like travel restrictions or stakeholder unavailability may require flexibility in deadlines.</p>	As per EOIRFP.

40	Clause No. 9: Preparation of Proposals, Page No. 9 9.2 (A) Technical	(c) At least 1 (one) assignment for Government of India/State Govt. or Departments in the past 3 (three) years.	Request to extend the timeframe to 10 years for projects executed for government entities. Government assignments often have long cycles; extending the duration captures more relevant experience.	We regret we cannot comply with the request.
41	Page 5 of 49 (C) Key Professionals Qualifications & Experience:	Team leader: At least 15 years of experience with 5 (five) years as Team Leader in similar works.	Can we consider: At least 12+ years of experience with 5 (five) years as Team Leader in similar works.	We regret we cannot comply with the request.
42	Page 5 of 49 (C) Key Professionals Qualifications & Experience:	Agriculture Specialist: i) Post graduate degree in Agriculture discipline. ii) Experience of having worked in NER in agribusiness- related domain along with 10 years' experience in similar work.	Can we consider: i) PGDM (Agribusiness Management) with under graduation in degree in Agriculture ii) 6+ years of experience in agriculture domain and experience of worked in/ survey done in NER	We regret we cannot comply with the request.
43	Page 5 of 49 (C) Key Professionals Qualifications & Experience:	Horticulture specialist i) Post Graduate degree in Horticulture discipline. ii) Experience of having worked in NER in agribusiness- related domain along with 10 years' experience in similar work.	Can we consider: i) PGDM (Agribusiness Management) with under graduation in degree in Horticulture ii) 6+ years of experience in agriculture domain and experience of worked in/ survey done in NER	We regret we cannot comply with the request.

44	(Page 5 of 49) (C) Key Professionals & Qualifications & Experience:	Agri Finance specialist i) Post Graduate degree in finance/management. ii) Experience of working in NER with 10 years' of experience in similar work.	Can we consider: i) Post Graduate degree in finance/management. ii) Having 6+ years of experience in similar work.	We regret we cannot comply with the request.
45	Page 5 of 49 (C) Key Professionals & Qualifications & Experience:	Value chain Specialist i) Post Graduate degree in any discipline. ii) Experience of working in NER in similar area of work with 10 years of experience as value chain expert.	Can we consider: i) Post Graduate degree in any discipline. ii) Experience of working in NER in similar area of work with 10 years of experience in agriculture and rural development.	As per EOI-RFP.
46	Page 21 of 49 Part II Data Sheet (Specific to the Assignment) – Paragraph no.14.7	The competence of each of the key professionals will be evaluated separately. For the evaluation of each of the key professionals the following sub criteria will be followed: (a) Professional Experience in the required area of assignment (80% weight), (b) Experience of working in the region (20%).	Can we consider: The competence of each of the key professionals will be evaluated separately. For the evaluation of each of the key professionals the following sub criteria will be followed: (a) Professional Experience in the required area of assignment (90% weight), (b) Experience of working in the region (10%)	We regret we cannot comply with the request.
47	Clause No. :3.4, Page No. 7	If any member of the Association of Consultants is dropped at the presentation	Request for clarification	

		stage, such an Association of Consultants is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such Association of Consultant without considering the strength of the dropped member and if found eligible, may allow such Association of Consultant.		Applicable for Association of Consultants.
48	Clause No. 9.2, Page No: 9 & 10 And Clause No: 9.4 (Point No: e ; Form Tech - 5) Page No. 11	Key Professionals Qualifications & Experience and Categories of Key Personnel	Request for Relaxation in the Years of Work Experiences of Specialists (Agriculture, Horticulture, Agri- Finance and Value Chain) from 10 Years to 6-7 Years.	We regret we cannot comply with the request.
49	Clause No.: 9.2 (Point No: 6), Page No: 10 And Clause No: 9.4 (Point No. e ; Form Tech - 5) Page No. : 12	Key Professionals Qualifications & Experience (Additional Specialist) And Categories of Key Personnel	Clarification needed regarding the engagement of Additional Specialist specifically on the required years of work experience and the conflict of Interest criteria (as the clause references a PRACTICING resource). We request the client to remove this position as the bidding firms may not be able to engage an already engaged / practicing resource for the assignment.	Additional specialist should adequately justify the designation and experience as per the scope of work.
50	Clause 3, page No.7	If the Consultant had formed an Association of Consultants, each member of the Association	We understand that If the Consultant had formed an Association of Consultants, only for scoring purpose average combined score of	Yes.

		of Consultants shall be evaluated as per the Qualification/ Eligibility Criteria set forth in Part II (Data Sheet). The average combined score of each member of the Association of Consultants shall be taken into account for evaluation purposes.	each member of the Association of Consultants shall be taken into account for evaluation purposes. We also understand that If the Consultant had formed an Association of Consultants, eligibility criteria of only lead firm/ consultant would be considered.	Yes.
51	Clause 8(Validity of Proposal), Page No. 9	8.1 During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the Financial Proposal unchanged.	We understand that during this period, consultants shall maintain the availability of Professional staff nominated in the Proposal. We request client to also consider replacement of any staff in certain circumstances during this period, if the consultant replace the professional staff with similar/better qualification and experience. We also understand that in confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Request client to confirm/ clarify on the same.	Subject to the decision of Internal Committee of experts constituted for the study.
52	Section 2(Clause 7, (2.7), Page 17	No office space will be provided by the Employer to the selected consultants at any location.	We understand that the Employer will not provide office location to the consultant. Hence, the consultant would work from their office location. We request client to confirm on this.	No office space will be provided by the Employer to the selected Consultant at any location. Selected Consultant needs to have local base/ project office for proper conduct of the study.
53	Clause 5, Payments to the Consultant, Page 40	On acceptance & incorporation of suggestions/ modifications if any by the Internal committee at	We understand that payment to consultant would be released only after acceptance & incorporation of suggestions/ modifications if any by the Internal committee at each stage of	Yes.

		each stage of following deliverables	deliverables. We request client to add the duration of 7 days as the turn around time in which client would accept/ suggest for incorporating suggestions in the deliverables	We regret we cannot comply with the request.
54	-	In case of extension of assignment as per the need of the employer	We understand that if there would be an extension of the assignment as per the need of the employer, Consultant would be paid additional to the cost of the project duration on the mutual agreement.	We regret we cannot comply with the request.
55	-	Termination – No termination right clause for bidder	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	Not Applicable.
56		No clause of Arbitration	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request client to incorporate Arbitration clause that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	Not Applicable.
57			Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all	Not Applicable.

	Confidentiality Obligations	Exceptions to confidential information are not provided	<p>information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of the following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure. (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	
58	Limitation of Liability	Indirect and consequential losses are not excluded from liability	<p>Client is requested to include to clause to state that we 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 Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</p> <p>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from client's systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	Not Agreeable .

