

National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

RFP No.: P-03/2014-15/0120/NMCG

Reply to pre-bid queries for

“Selection of Consultant Firm for Procurement Management Support Services”

Issue Date: 12/10/2017

S. No.	Clause Ref.	No.	Clarifications asked for	NMCG’s Reply
1.	1.8 – Schedule for Selection Process	7	It is requested to extend the proposal due date up to end of first week of November. Kindly confirm	Please refer to Corrigendum 1, Sl. No. 1.
	Clause 1.8: Schedule of Selection Process		Extension of proposal due date: We request you to extend the proposal due date by 15 days	
	Clause 1.8		We request the authority to kindly extend the proposal due date by 2 weeks.	
	Clause 1.8: “Proposal Due Date or PDD 24 th October 2017, 12.30 Hrs.”		The technical proposal includes submission of many documentary proofs for the Bidder’s work experience and other statutory documents all of which need time for compilation. Hence, we request for an extension of the proposal submission date by at least 15 days to enable us to submit a quality proposal, which will be structured to meet your requirements and will be based on the clarifications you provide on the proposal queries.	
	General		Kindly provide for 3 weeks for submission from date of issue of minutes of pre-bid meeting. Kindly consider.	

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2.	1.10.3	8	All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: There is no information following to be marked. Kindly clarify the clause.	Please refer to corrigendum No.1 Sl. No. 2.
3.	2.2.4:B (ii): Financial Capability	9	It may please be noted that financial strength eligibility criteria is being evaluated on basis of Turnover requirement. In view of the same, it is requested that stipulated clause of "Profit making for last three years" may please be waived off.	Please refer to corrigendum No.1 Sl. No. 3.
4.	2.2.4:(A) Technical capability	9	It is understood that on-going assignments shall be considered for eligibility evaluation. Kindly confirm. As some of the Government missions/programmes (like Smart City, AMRUT etc.) are very recent but consist of considerable procurement inputs. Request you to please allow submission of ongoing projects where the contract has been signed at least one year before the publication of NIT. Kindly consider.	The ongoing assignments may be considered if the bidder can provide evidence of having received at least 50% of fee, duly certified by a Chartered Accountant.
5.	2.2 Conditions of Eligibility of bidders (2.2.2)	9	It is mentioned in 2.1: Scope of proposal (2.1.1) that the bidder shall be a sole firm or the lead member of a consortium of firms (the "Lead Member") as the case may be. We request you to confirm if consortium Is allowed for the assignment	Please refer to corrigendum No.1, Sl. No. 4.
	Clause 2.2.2		We request for flexibility in the clause, allowing consortium of at least 2 members in order to bring in strength for executing the project. Please Consider.	
	ITP Para 2.1.1 and 2.2.2		As per ITB Para 2.1.1, "the bidder shall be Sole Firm or the Lead member of consortium of firms (the "lead Member) as the case may be. As per ITB Para 2.2.2, the eligibility conditions of Bidders is stated as "Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this RFP is not allowed".	

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			Please clarify, if consortium formed prior to submission of proposals is allowed or not.	
	Clause 2.1.1. and Clause 2.2.2		<p>The two clauses contradict each other - while Clause 2.1.1 states that the Bidder can be a Sole Bidder or a Lead Member of a consortium, Clause 2.2.2 states that Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this RFP is not allowed.</p> <p>Please clarify?</p> <p>Though the prime responsibility of enforcing the contract with NMCG will be with the Lead Member (in this case KPMG), we request consortium of at least two bidders and sub-contracting be allowed.</p>	Please refer to corrigendum No.1, Sl. No. 4 & 5.
6.	ITP Para 2.2.4 (A)	9	Please clarify, if the extension of initial contract by the Client shall be treated / counted as another contract or shall be treated as one contract only.	The extension of initial contract by the Client shall be treated / counted as one contract only.
7.	ITP Para 2.2.4 (A)	9	<p>We understand that for this Para, similar assignment should mean by 'contract for providing Procurement Agency Services' awarded by any public-sector entity / ministry / Department.</p> <p>Please clarify, if our understanding is right.</p>	Please refer to Clause 3.1.4 (A) on page no.27.
8.	Clause 2.2.4 (B) Financial Capacity: ii) The Bidder should be a profit-making firm during past 3 (three) financial years preceding the Proposal Due Date.	9	This clause pertaining to the profit of the firm may not be indicative of a firm's capacity to deliver on its commitments under the Contract. Further, while turnover is a standard criterion to evaluate financial capacity, profit is typically not cited. KPMG has been involved with all flagship programmes of Government of India where the evaluation has been based on the turnover of the firm.	Please refer to our reply to Query No 3.

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			<p>We request you to rescind the “profit-making’ firm criterion. Alternatively, you may do the following:</p> <ul style="list-style-type: none"> • Increase the minimum average turnover (in last 3 financial years) to INR 100 Cr. • Seek a solvency certificate of up to INR 5 Cr. 	
9.	Clause 2.3: Conflict of Interest	10	<p>We request NMCG to clarify whether the selected consultant along with consortium members and/or subconsultants for this assignment will be restricted to participate in future Technical assistance or Transaction Advisory consulting projects related to development of Sewage Treatment Infrastructure in other cities under NMCG scheme.</p>	<p>The Clause 2.3 on ‘Conflict of Interest’, read with Schedule 3 on page 79 of RFP is self-explanatory. It shall be decided, on case to case basis, accordingly.</p>
10.	Clause 2.3.4	12	<p>As this is a project management contract including drafting EoIs and RfP, does this disallow the firm to bid for any other consultancy in future coming on Namami Gange from either the National Ministry of from the state governments. Kindly clarify.</p>	<p>Please refer to our reply to Query No 9.</p>
11.	Clause 2.13.2 k)	17	<p>Nowadays, the working age has increased and even in Government of India many experts over 60 years have been recruited in very senior and responsible positions for leveraging their rich experience.</p> <p>In such a scenario, we request you to remove this age restriction of 60 years.</p>	<p>RFP Prevails.</p>
12.	Clause 2.14.2 (ii)	18	<p>We request that GST be kept out of the cost proposal as it can keep changing as per the decision of the government.</p>	<p>RFP Prevails.</p>
13.	2.14.2 & Appendix II, Form 2	18, 98	<p>In clause 2.14.2, it is stated that “All costs associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the personnel, accommodation, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the financial proposal,</p>	<p>RFP Prevails</p>

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			<p>it shall be considered non-responsive and liable to be rejected.” And;</p> <p>Under appendix II, Form 2 it is noted that “the financial evaluation shall be based on the financial proposal format excluding Reimbursable Expenses</p> <p>In this regard clarification required to prepare the financial proposal. Kindly Clarify the clause.</p>	<p>Financial evaluation shall be based on financial proposal excluding reimbursable expenses as reimbursables are being paid on actual basis as per clause No. 7.4 41.</p>
14.	2.19.1 – Bid Security	20	<p>Bid security may please be allowed in the form of bank guarantee instead of D.D only.</p>	Please refer to Corrigendum 1, Sl. Nos. 6 & 7.
	Clause 2.19.1		<p>Kindly accept the bid security in the form of BG also.</p>	
15.	<p>Please refer Clause 2.20.2, wherein it is stated,</p> <p><i>“An amount equal to 10% (ten cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20,”</i></p>	22	<p>Performance Security of 10% of the agreement value is too high for consultancy assignments. Therefore, we respectfully request to you to consider reducing the same to 5%.</p>	Please refer to Corrigendum 1, Sl. No. 8.
16.	<p>Please refer Clause 2.20.2, wherein it is stated,</p> <p><i>“2.19.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs.2,00,000 (Rupees Two Lakh only) in the</i></p>	22	<p>We respectfully request you to exempt Micro, Small & Medium Enterprises (MSME) from furnishing bid security. Kindly consider.</p>	Please refer to corrigendum No.1 Sl. No. 9.

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	<i>form of a Demand Draft</i>			
17.	Clause 3.1.3	26	<p>a) Item Code 1 – Consultancy Experience</p> <p>i) Please clarify if the value of assignment means value for the consultancy for the assignment or the value for the capital cost of project.</p> <p>ii) We feel that marks for the criteria should be given for the number of projects shown rather than for the value of assignment. For example, a bidder may show only 1 or 2 projects with huge values leaving out the other smaller projects thereby increasing the average value of the assignment and getting more marks. There will be no way for the Client to verify the other smaller assignments not shown by the bidder.</p> <p>iii) Also, the procurement efforts are practically the same if it is for a smaller or bigger capital value because only the engineering efforts will differ.</p> <p>iv) Therefore, kindly consider giving marks for number of assignments rather than value of the assignments.</p> <p>b) Item Code 2 – Financial Capacity / Turnover</p> <p>The minimum turnover asked for is Rs.12 Crores as per 9. We request marks be given with respect to this turnover as the base rather than basing the marks relative to highest turnover of bidders. The bidder can get their turnover from various sectors other than water / sewerage thereby putting the other firms to a disadvantage. For example, a firm which meets the criteria of Rs.12 Crores will get only 1 mark if the firm with the highest turnover shows a turnover of Rs.1200 Crores. We request you to kindly change this clause as this is disadvantageous to bidder in India.</p>	<p>a) Item Code1–Consultancy Experience</p> <p>i. The value of assignment means value for the consultancy for the assignment.</p> <p>ii. Please refer to Corrigendum 1, Sl. No. 10.</p> <p>iii. Please refer to Corrigendum 1, Sl. No. 10.</p> <p>iv. Please refer to Corrigendum 1, Sl. No. 10.</p> <p>b) Item Code 2 – Financial Capacity / Turnover</p> <p>Please refer to Corrigendum 1, Sl. No. 11</p>

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	Clause 3.1.3: Consultancy experience		We request NMCG to reduce the maximum marks under this category to 20. Since to manage a consultancy work of this magnitude both technical and financial capacity of the bidder are equally important, we feel equal marks could be given under financial turnover.	Please refer to Corrigendum 1, Sl. No. 11.
	ITP Para 3.1.3		The parameters for evaluation of (consultancy experience, financial capacity / turnover and relevant experience of Key Professionals) and marking system (proportions) used is likely to create disparity in technical evaluation. Even, one firm with experience/ turnover with substantially larger numbers / amount shall drastically lower the marks awarded to other bidders. Please consider simplifying the marking system so that equity is maintained and at the same time qualification is evaluated in absolute terms, not relative to other bidders.	Please refer to Corrigendum 1, Sl. No. 11.
	Clause 3.1.3: Financial Capacity/Turnover		In line with above, we request that the financial capacity should be given maximum marks of 20.	Please refer to Corrigendum 1, Sl. No. 11.
	Please refer Item Code 2, Clause 3.1.3, wherein it is stated, <i>“Financial Capacity / Turnover The Bidder with highest Average Annual Turnover during past 3 (three) financial years preceding the Proposal Due Date shall get full</i>		We respectfully request you to restrict the average annual turnover to Rs.25 crores for providing full marks. Otherwise, multinational companies practicing in India will have advantage in securing full marks than Indian companies.	Please refer to Corrigendum 1, Sl. No. 11.

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	<i>10 marks in the category"</i>			
	Clause 3.1.3		We request for modification in the clause to bring more clarity and setting a standard parameter. We suggest specification of no. of projects and marks per project can be assigned to arrive at maximum marks. Kindly consider.	Please refer to Corrigendum 1, Sl. No. 10.
	Clause 3,1,3		We request for modification by specifying the Average turnover for the last three years. Kindly Consider	Please refer to Corrigendum 1, Sl. No. 10.
18.	Clause 3.1.3	26-27	We request the authority to kindly remove the proportionate / relative marking for the Firm experience, turnover and the key personnel and kindly change the marking scheme to absolute marking system so that firm / key personnel get fixed marks for the eligible projects undertaken by it which is not dependent on the marks obtained by other firms.	Please refer to Corrigendum 1, Sl. No. 10.
19.	Clause 3,1,3	26	Kindly specify the number of years of experience for all the position to bring more transparency in the evaluation process. Please consider.	RFP Prevails.
	Clause 3.1: Evaluation of technical proposals (3.1.3)		We request to propose the minimum number of assignments for evaluation purpose	RFP Prevails.
20.	Please refer Clause 3.1.4, wherein it is stated, "A. Eligible Assignments. For the purposes of satisfying the Conditions of	27	We presume that consultancy assignments granted by the Government of India, World Bank, ADB and other international funding agencies carried out for State Government and also for Government of India Undertakings will also be considered as eligible assignments. Please confirm.	Yes. RFP Prevails.

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	<p><i>Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies for providing procurement management support services in accordance with the respective procurement guidelines will be considered.”</i></p>			
21.	Clause 3.1.4	27	<p>Kindly modify the clause: “For the purpose of satisfying the Conditions of Eligibility and for evaluating the proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies for providing procurement management support services in accordance with the respective procurement guidelines will be considered”; may modify as: “For the purpose of satisfying the Conditions of Eligibility and for evaluating the proposals under this RFP, consultancy assignments granted by the Government of India, World Bank, ADB and any other international funding agencies, State PSU’s, Central PSU’s for providing procurement management support services in accordance with the respective procurement guidelines will be considered”</p>	Please refer to corrigendum No.1 Sl. No. 12.

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			<p>We request NMCG to include mining sector under infrastructure projects and such projects to be considered under eligible assignments.</p> <p>The second sub-para states "Infrastructure sectors include power, roads, bridges, ports, airports, railways, urban utility infrastructure (...)</p> <p>We have experience of working in Public Health Sector in India as Procurement Agent for procurement of drugs, medical supplies, consumables, equipment, etc awarded by Ministry of Health and Family Welfare, Govt. of India and International NGOs funded by GFTM, Geneva as per World Bank's Guidelines and GFR-2017.</p> <p>Please clarify, if assignments other than Infrastructure sectors as given in the ITP Para 3.1.4 shall be considered as 'eligible assignments.</p>	
22.	Clause 3.4: Combined and final evaluation	28	<p>The weightage for Technical and Financial bids is 60:40 respectively.</p> <p>At this weightage, selection will be determined mostly by price. To select more competent firm, we respectfully request you to revise the quality and cost weightage to at least 80:20</p> <p>We respectfully state that other Government Organizations such as Ministry of Urban Development, NHAI, Airports Authority of India, etc. are providing weightage of 80:20 for selection of consultants.</p> <p>We request NMCG to change the technical and financial weights to 0.80 and 0.20 respectively.</p> <p>The technical expertise is of utmost importance for the success of these kind of projects under the Namami Ganga projects.</p>	RFP Prevails.

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			<p>Thus it is important to select a consultant with best technical expertise and understanding of the project In lieu of the above, we should request to modify the weightage to 80:20.T</p> <p>The 60:40 evaluation of Technical Proposal and Financial Proposal respectively is not a standard evaluation process. We request for 80:20 evaluation as per standard World Bank guidelines and to bring in more weightage qualitative proposal. Kindly consider.</p>	
23.	Clause 3.4	28	We request for at least 3 weeks extension of submission deadline from the date of publication of clarification of queries.	Please refer to our reply to Query No. 1.
24.	Terms of Reference Point 3.4 and subsequent points	37	<p>The preparation of standard bidding documents requires knowledge of law since legal vetting of RFQ/RFP has to be conducted. Further, drafting of model/standard contracts requires significant legal inputs. However, legal experts are not included as part of Key Professionals mentioned in the TOR. Please clarify whether any legal documents/ contracts required as part of procurement process will be prepared by NMCG internally and the experts provided by the Bidders only require providing commercial inputs.</p> <p>Further, KPMG and similar firms are not permitted to provide legal services. Therefore, in case legal input forms part of the scope, we request you to allow consortium of at least 2 (two) firms.</p>	Please refer to our reply to Query No 5.
25.	Schedule 1 Clause 5.1: Key Professional	39-41	<p>As per the RFP, all the key personnel are required on a full-time basis.</p> <p>We have the requisite technical and financial capability for execution of the assignment(s).</p>	RFP Prevails.

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			<p>However, the key personnel already on roll of Resurgent are committed to other project and may not be available on full time basis.</p> <p>We therefore request you to allow the bidders to submit the CVs of Key personnel within twenty days from the receipt of LOA. Other qualification parameters shall be amended accordingly.</p>	
26.	Clause 7: Terms of Payment	41	We respectfully request you to consider mobilization advance of 10% (against Bank Guarantee) of total consultancy fee payable to the consultants.	Please refer to Corrigendum 1, Sl. No. 13.
27.	Clause 8.2, Deliverables	42 - 43	Please let us know the tentative time required by NMCG for according approval for the deliverables.	RFP Prevails.
28.	Clause 4.4.1	62	Kindly allow for replacements after one year without deduction of 15% as there could be other genuine reasons for a person leaving the assignment like issues with family members, adjustments with the Client etc.	Please refer to Corrigendum 1, Sl. No. 14.
29.	Clause 4.4.2 & 4.4.3	62 - 63	Please clarify if the provision of deduction of 15% as per Clause 4.4.1 will apply to replacements under these clauses?	No. RFP prevails.
30.	7.2.1 & 7.2.2 – Liquidated damages	66	<p>Liquidated damages may kindly be limited to maximum of 20 and 5 % of contract value instead 50% and 10 % respectively for clause 7.2.1 and 7.2.2. however, the combined LD may be limited to not be more 20% of contact value</p> <p>We request the LD clause be totally deleted as it is difficult to quantify the error / variation / delay. Also, this is a double punishment as a performance security is already being given. Kindly consider.</p>	Please refer to Corrigendum 1, Sl. No. 15.

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			<p>We respectfully request you to restrict the total amount of liquidated damages up to maximum 10% of agreement value. Please consider.</p> <p>The clause may be modified as; “In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 5% (5 per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.”</p> <p>Kindly modify the clause as above.</p>	
31.	Appendix-I, Points 6, 9, 10, 12	82,83	Request clarification whether all references to “Associates” in the bid document refers to the bidder’s “Associates in India.”	Please refer to Clause 2.3.3 (h) on 12.
32.	Appendix-I, Point 12	83	Request clarification if the term “Director” in the bid document refers to Board of Directors or Directors by designation or both.	“Director” in the bid document refers to both (Board of Directors and Directors by designation).
33.	-	-	<p>As per our discussion with our internal risk team, all declarations may be given for the bidder only, and not for any consortium member/ sub-consultant (if allowed).</p> <p>Request clarification if such declarative clauses in the forms may be modified to include only the bidder and not any consortium member/ sub-consultant (if allowed).</p>	RFP Prevails.