

**RESPONSE TO THE PRE-BID QUERIES OF THE PROPOSAL FOR APPOINTMENT OF TRANSACTION ADVISOR FOR
ESTABLISHMENT OF:**

- 1) Barhi Logistic Park:
2) Export Processing Zone Ranchi
3) Export Processing Zone cum Dry Port at Bokaro.

1. Deloitte Touche Tohmatsu India LLP

Sl. no	RFP Reference	Content of REF	Point of clarification	Clarifications
1	Clause 09 Page 4 Proposal Data Sheet	Proposed Due date of receiving bid:24/05/2018 16:00 Hrs	Given the criticality of this engagement and that we have to submit a hard copy at your office, we request for at least three weeks' time from date of release of pre-bid clarifications by JIIDCO to allow us to submit a high quality proposal	<i>Last date for bid submission is extended to June 8, 2018 at 1600 Hrs. The bid will be opened same day at 1630 Hrs</i>
2	Clause 3.2 Bid Process Page 8	The financial bid would be assessed on the basis of the least amount (L1) quoted by the Bidder for the assignment	<p>We request JIIDCO to consider QCBS method for selection of consultant for the following reasons:</p> <p>QCBS (Quality cum cost based selection) is widely used for evaluation of bids as it ensures focus on both technical and monetary aspect at the same time. Many central and state government agencies are now adopting the QCBS process for selection of consultants. This ensures that the best candidate on board from the lot.</p> <p>The reason for going for a QCBS process are:</p> <ul style="list-style-type: none"> • Bringing in personnel with the right skill set and experience. Marks are allocated to the team that will eventually work on the Project to that the best team is selected. This can be done through a QCBS process only. • Usually the empanelment is done for a longer period (around 3 to 5 years), during which credentials and expertise of the consultants might change. L1 won't take into account these things while evaluation, whereas QCBS would ensure that the best consultant gets on board in the prevailing circumstances. 	<i>No Change</i>

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			<p>Government guidelines/ policies do suggest a QCBS process post evaluation:</p> <ul style="list-style-type: none"> Manual of Policies and Procedure of Employment of Consultants issued by Niti Ayog specify that Empanelment is a process similar to EOI and a QCBS process should be used post empanelment in consultancy assignments that are larger than Rs. 10 lakh in fee. http://niti.gov.in/writereaddata/files/document_publication/Manual%20of%20Pol%20Proc%20of%20Emp%20of%20Consultants.pdf <p>Guidance note for SELECTION OF CONSULTING AGENCIES by Ministry of Electronics & Information Technology (DeitY) dates October, 2016 specifies how Consultants should be evaluated based on their Technical and financial capabilities post empanelment. Refer page 126 para 4.2.3. – “Only the Commercial bids of those bidders who qualify the technical evaluation stage will be opened” http://meity.gov.in/writereaddata/files/Model_RFP_Templates_and_Guidance_Notes_for_Consulting_Agencies.pdf</p> <p>Based on our experience of similar public sector assignments, we request JIIDCO to consider the following evaluation scheme</p> <p>Bidder's credentials as per Eligibility Criteria = 30 marks</p> <p>Approach and Methodology = 30 marks</p> <p>Qualification and Experience of key personnel = 30 marks</p> <p>Technical presentation = 10 marks</p> <p>80% weightage to score of technical proposal</p> <p>20% weightage to score of financial proposal</p>	
3	Clause 3.7.ii Performance Security	For the successful bidder, the Performance Security shall be retained by the Authority until the completion of the Assignment by the Advisor and be Released within 180 days after the	We request JIIDCO to consider retaining of the performance security amount to a maximum of 90 days instead of 180 days.	No Change

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		completion of the assignment.		
4	Clause 5.1.vii Conditions of Eligibility	Copy of Income Tax Returns (ITR) for last three years	The turnover certificate and the audited balance sheet has been the accepted norm with all government agencies and as we shall be providing those, we request that this clause for providing ITR last three years may please be removed.	<i>Accepted</i>
5	Clause 5.1. x	The Company should have been providing Consultancy services for last at least 04 years in India.	To ensure credibility of the participating firms, may we request this clause be changed to: "The firm should be a registered firm/company/partnership in India involved in consulting / advisory business operations for a minimum of 7 years, as on 01 st April, 2018"	<i>No Change</i>
6	Clause 5.2.a	Eligible Assignments	This assignment requires a high degree of industry expertise, especially in the area of MMLPs, ICDs and Ports. While Port, Sez, EPZ, Logistics export infrastructure experience of the consultants reflect those requirements, the inclusion of "Tourism/Hospitality/Entertainment" may not. We suggest removal of "Tourism/Hospitality/Entertainment" instead include "Roads & Highways, Industrial Parks"	<i>Experience of Industrial Park is also included</i>
7	Clause 5.2.b	Financial Capacity	We request JIIDCO's attention to the requirement of credibility of bidders for this prestigious assignment. Based on standard eligibility clauses for similar RFP documents from other Central / State Government / Public Sector Undertaking in India, we request JIIDCO to consider including the following standard clauses in the eligibility criteria: "The firm must have minimum average annual revenue of Rs.200.00 crore from consulting and related advisory services during the last 03 financial years preceding the Bid Due date (A certificate from Statutory Auditor should be submitted). The above clause would ensure the credibility of bidders for this important assignment.	<i>No Change.</i>
8	Clause 8.2	Payment Schedule	We request JIIDCO to change the clause "On acceptance of feasibility report" to "On acceptance of feasibility report or within 15 working days of submission"	<i>No Change</i>
9	Clause 8.3	Additional Work	We request JIIDCO to please clarify "at rate similar to that finalised for other similar project". A reference to a specific project or the rates of	<i>No Change</i>

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			such projects may please be specified explicitly	
10	Clause 9.7	Miscellaneous	We request JIIDCO to please change "shall execute the agreement within 15 working days" to "within 25 working days"	Accepted
11	Clause 9.10	Termination	We propose changes to the clause as follows: "Authority may terminate the Contract, by not less than thirty (30) days written notice of termination to the Bidder If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Authority may have subsequently approved in writing. The Bidder may suspend or terminate the Contract, by not less than thirty (30) days in case the Authority does not make the payment to the Consultant as per the agreed terms of the contract"	No Change
12	Clause 10.1	Liquidated Damage	We propose the following: "The Bidder shall pay to the Authority as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Bidder. However, the total liability of the Bidder as per this clause shall not exceed 10% of the total contract value"	Subject to a maximum of 30% (Thirty per cent) of the Agreement Value.
13	Clause 11.1.11	Request for a new clause	Kindly note that there is no clause which limits the contractor's liability. We request JIIDCO to incorporate below clause in the contract. "Notwithstanding anything contained in the contract, Authority agrees that the Bidder shall not be liable to Authority, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Bidder. In no event shall the Bidder, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	No addition of Clause

Amended

3/11/11