

MINUTES OF PRE-BID MEETING

Description of Work: Selection of Project Management Consultant for assisting State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd (SIIDCUL) for various projects.

NIT No.: 19/SIIDCUL/2018 Dated 14/07/2018

Date and Time of Pre-Bid Meeting: 24/07/2018 at 3:30 P.M.

Venue of Pre-Bid Meeting: SIIDCUL H.O., 29, IIE, Sahastradhara Road (IT Park), Dehradun

The following Bidders Representatives attended the Pre-Bid Meeting:

S.No.	Name of Prospective Bidder/Firm	Name and Designation
1.	PricewaterhouseCoopers Pvt. Ltd. (PWC)	Sh. Bipin Rautri
2.	Grant Thornton India LLP (G.T.)	Sh. Sujit Gaurav, Sr. Consultant
3.	CRISIL Ltd	Sh. Nikhil Singh, Sr. Consultant & Sh. Bharat Gupta, Manager

The following SIIDCUL officials were present in the Pre-Bid Meeting:

S.No.	Name and Designation
1.	Sh. Ganga Prasad, Finance Controller
2.	Sh. Y.S. Pundir, Architect-Planner
3.	Sh. H.S. Negi, Manager (Accounts)

Proceeding of the Pre-Bid is as follows:

1. At the outset, the Finance Controller made a briefing about the scope of services and purpose of the pre-bid meeting.
2. Thereafter, prospective bidders were requested to put up their queries related to scope and terms and conditions given in the Bid Document.
3. The queries from prospective bidders were appropriately responded.
4. The responses to queries sought from prospective bidders in writing and those asked during the meeting have been compiled as per Annexure -A



Annexure "A"

Minutes of the Pre-Bid Meeting for Selection of Project Management Consultant (PMC) for assisting State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd (SIIDCU)

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarifications Requested	Remarks/Modifications																								
Clause 7.1 A-1	The Bidder should have experience of preparation of feasibility/ DPR for development of industrial park/SEZ in India for area of 100 acres or more.	Please include international experience of the bidder for preparation of feasibility/ DPR for development of industrial park/SEZ for area of 100 acres or more	Not Accepted.																								
Clause 7.1 A-2	The Bidder should have experience of obtaining VGF/ Grant assistance for projects under Central Government Schemes having overall project cost of over 100 Cr and VGF amount of over INR 25 Cr.	Instead of obtaining VGF/ Grant, bidder's experience in transaction structuring, bid process management, feasibility/DPR for projects wherein VGF/ Grant is a component should be included.	Not Accepted.																								
Point no.6	The team for the engagement should comprise of the following: <table border="1"> <thead> <tr> <th>S.No.</th> <th>Position</th> <th>No.</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>1</td> <td>Graduation with at least 10 years' experience</td> </tr> <tr> <td>2</td> <td>Team Member</td> <td>2</td> <td>Masters in relevant field with at least 5 years' experience</td> </tr> </tbody> </table>	S.No.	Position	No.	Experience	1	Team Leader	1	Graduation with at least 10 years' experience	2	Team Member	2	Masters in relevant field with at least 5 years' experience	We request you to provide details about the qualifications and experience required for the team leader and team members.	The team for the engagement should comprise of the following: <table border="1"> <thead> <tr> <th>S.No.</th> <th>Position</th> <th>No.</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>1</td> <td>Graduation in the relevant field with at least 10 years' experience</td> </tr> <tr> <td>2</td> <td>Team Member</td> <td>2</td> <td>Masters in relevant field with at least 5 years' experience</td> </tr> </tbody> </table>	S.No.	Position	No.	Experience	1	Team Leader	1	Graduation in the relevant field with at least 10 years' experience	2	Team Member	2	Masters in relevant field with at least 5 years' experience
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B-1	Team Leader	14	Enclose CV's as per format defined in the RFP												
B-2	Team Members	16	with consent from the Proposed Personnel												
Clause 4.15	<p>As per the mentioned clause, the contract shall initially be valid for a period of 12 Months from the date of signing of Agreement. SIIDCUL may extend the Agreement for another 12 Months period on same terms and conditions at the discretion and satisfactory performance of consultant by SIIDCUL on mutual agreement.</p>	<p>We request you to include the provision for incremental revision of contract fee by 10% in case of extension of the contract beyond 12 months for next one year.</p>	<p>As per the mentioned clause, the contract shall initially be valid for a period of 12 Months from the date of signing of Agreement. SIIDCUL may extend the Agreement for another 12 Months period on mutually agreed terms and conditions at the discretion and satisfactory performance of consultant by SIIDCUL.</p>												
Clause 4.16.7 (a) (b)	<p>As per mentioned clause, Notwithstanding SIIDCUL's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. The above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.</p>	<p>We request you to remove the clause regarding penalty of 10% of the contract value on account of liquidated damages for late delivery/ commissioning. In this case it is not applicable as the team would be stationed at client site itself.</p>	<p>Not accepted.</p>												

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Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarifications Requested	Remarks/Modifications
Clause 4.14	Execution of the Agreement.	We request you to please share the contract agreement mentioned in the clause.	Will share the draft of the agreement.
Clause 3.1	Eligibility requirements for the Consultant the invitation to proposal is open to only those bidders who have been shortlisted in the Expression of Interest (Eoi reference no ___ dated ___ 2018) floated by SIIDCUL.	Please clarify whether the tender documents floated by SIIDCUL for the captioned project is REOI, RFP or REOI cum RFP.	The tender documents floated by SIIDCUL for the captioned project is REOI cum RFP.
Page no.5	The tender document cost of Rs.5,000/- is to be submitted vide crossed Demand draft on any Nationalized bank/Scheduled Bank in favour of "MD, SIIDCUL, Dehradun" payable at Dehradun.	Please clarify if the tender document cost is to be submitted along with the Eoi submission document latest by 06.08.2018.	The tender document cost of Rs.5,000/- +GST (as applicable) is to be submitted vide crossed Demand draft on any Nationalized bank/Scheduled Bank in favor of "MD, SIIDCUL, Dehradun" payable at Dehradun. The tender document cost is to be submitted along with the Eoi submission document latest by 06.08.2018.
Clause 4.5.2 (a)	Bidders shall submit, along with their Bids, EMD of Rs.3,00,000/- (Rupees Three Lakhs Only), in the form of a Demand Draft Or Bank Guarantee (in the format specified in Annexure IV) issued by any nationalized bank/ scheduled bank in favour of "MD, SIIDCUL, Dehradun" at Dehradun, and should be valid for 90 days from the due date of the RFP	We request you to reduce the EMD amount from Rs. 3,00,000 (Rupees three lakhs) to Rs.1,00,000 (Rupees one lakh).	Not accepted.

Clause 4.17	Onsite Deployment The proposed team should be stationed in Dehradun or any location as decided by SIIDCUL for the entire project period as per the requirements of the RFP. The team will be deployed within maximum of 15 days of the award of contract. The proposed team has to follow the working hours, working days and Holidays of State Government of Uttarakhand.	Please include provision of 30 days leave for each of the consultant's team member deployed on site in addition to the holidays of the State Government of Uttarakhand.	14 C.L. period for each of the consultant's team member will be spread over a duration of 12 months.
Clause 4.11 (d)- ii	SIIDCUL will also have the right to provide extension/increase/decrease in the scope of work as per the agreed terms and conditions between both the parties.	We request to please change the clause to, SIIDCUL after discussion and on mutual agreement with the Consultant will extend/increase/ decrease the scope of work.	Accepted.
Clause 4.12 (a)	Confidentiality	We request to please amend the existing clause by adding the below exceptions: "provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.	Accepted.
Clause 4.20	Right of Monitoring, Inspection and Periodic Audit SIIDCUL reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. SIIDCUL may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.	Please amend the clause as mentioned below, SIIDCUL reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the contract, after providing due notice to the Selected Bidder. SIIDCUL may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.	Not Accepted.

<p>Point 5 (b) (i)</p>	<p>Develop and monitor implementation of projects under respective Gol Schemes to be leveraged by state Govt. The consultant shall be responsible for identification of projects to be positioned under relevant schemes, preparation of diagnostic / feasibility studies, obtaining stakeholder commitment, preparation of detailed project report, obtaining approval of Gol and monitoring during the implementation phase.</p>	<p>We request you to change the clause to, The Consultant's scope of work will include evaluation of various projects under Gol scheme which can be leveraged by State Govt. The consultant shall be responsible for</p> <ul style="list-style-type: none"> ▪ Identification of projects to be positioned under relevant Gol schemes ▪ Preparation of project pipeline through diagnostic studies. ▪ Feasibility studies of the identified projects ▪ Procurement of services for preparation of detailed project reports for the identified feasible projects. ▪ Procurement of services for creation of marketing collaterals ▪ Procurement of vendor for implementation of identified projects. ▪ Procurement of vendor for any other detailed technical and legal studies for the project ▪ Project Implementation monitoring. 	<p>Not Accepted.</p>
<p>Clause 4.23 (a) (b)</p>	<p>a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract ;or b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party</p>	<p>We request you to omit the 2 clauses and include the following in the amended clause. Gross negligence or willful misconduct by consultant.</p>	<p>Not Accepted.</p>

Point 7, Annexure 1 (REOI)	Format of criteria for shortlisting Sub point 6: Details of Eligible Projects: Experience of working with at least one state infrastructure & industrial development corporation of Uttarakhand Ltd in India in last 3 years as Lead Consultant	We request you to please modify this clause as follows, Details of Eligible Projects: Experience of working with at least two state infrastructure & industrial development corporation of Uttarakhand Government entities (Industrial Development Corporation / Municipal Corporation/Development Authority/ Ministry) in India in last 3 years as Lead Consultant.	Details of Eligible Projects: Experience of working with at least one state infrastructure & industrial development corporation/agency/Govt. Authority in India in last 3 years as Consultant.
Clause 4.22	The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by SIIDCUL, out of premises, without prior written permission from SIIDCUL.	We request to please add an exception to the clause, Bidder may be allowed to transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by SIIDCUL, to the consultant's head office.	Not Accepted.
Point 6	If at any point of time, SIIDCUL feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks.	We request you to please increase the time period for replacement of CV's to 4 weeks.	If at any point of time, SIIDCUL feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 4 weeks.
Clause 4.27.3	The Bidder shall pay Good and Service Tax and other applicable taxes, if any, imposed on the services under this contract.	We request you to please modify this clause as mentioned below, The fees and any amounts payable under this agreement are exclusive of all applicable taxes (including GST), levies, duties etc. Any such tax will be charged over and above the fees and amounts payable to Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns.	Not Accepted.
REOI Page 4 Para 3	Bidder experience	Experience of working with at least one state industrial infrastructure development corporation/agency/Govt. Authority in India in last 3 years as a Consultant We request to modify the criteria and remove	Not accepted.

		industrial experience which may read as: "EXPERIENCE OF WORKING WITH AT LEAST ONE STATE INFRASTRUCTURE DEVELOPMENT CORPORATION/ AGENCY/GOVT. AUTHORITY IN INDIA IN LAST 3 YEARS AS A CONSULTANT."	
REOI Point No. 3	The bidder should have an average annual turnover of INR 5 Crores for last 3 financial years from Government/Public Sector consulting services in India	Minimum turnover from Indian Operations to be INR 500 Crores	Not accepted.
REOI Point No. 3	Experience of working with at least one state industrial infrastructure development corporation/agency/Govt. Authority in India in last 3 years as a Consultant	Bidder Experience - Experience of providing Project Management consultancy (PMC) services to at-least 2 separate projects for infrastructure schemes in Central/ State Govt.	Not accepted.
REOI Point No. 3	Bidder Experience – Experience of undertaking at-least 2 investment promotion projects in the last 5 years		Not accepted.
REOI Point No. 3	The bidder should have an average annual turnover of INR 25 crores from Indian operations in business consulting services in each of the previous three financial years	The bidder should have an average annual turnover of INR 25 crores from Indian operations in previous three financial years including multiple factor of 10% each year to match the current price level.	Not accepted.
REOI Point No. 3	The bidder should have an average annual turnover of INR 5 Crores for last 3 financial years from Government/Public Sector consulting services in India	The bidder should have an average annual turnover of INR 20 crores for last 3 financial years from Govt./Public Sector from consulting services in India.	Not accepted.

REOI Point No. 3	Experience of working with at least one state industrial infrastructure development corporation/agency/Govt. Authority in India in last 3 years as a Consultant	Letter of Award OR Completion Certificate OR Engagement Contract	Not accepted.
REOI Point No. 1	Eoi Submission Due Date On 6/08/2018, 3.30 pm & Eoi Opening On 6/08/2018, 4:00pm	We request you to allow the submission time of minimum 10 days from the date of publishing your response to prebid queries to enable outstation bidders to submit their bid through post.	Not accepted.
REOI Clause 3	The bidder should have an average annual turnover of INR 5 Crores for last 3 financial years from Government/Public Sector consulting services in India	Please increase the average annual turnover from INR 5 crores to INR 50 crores for last three financial years from Govt. / Public Sector consulting services in India.	Not accepted.
REOI Clause 7.7	Experience of working with at least one State industrial infrastructure development corporation of Uttarakhnad Ltd in India in last 3 years as lead consultant.	Experience of working with at least one State infrastructure & industrial development corporation in India in last 3 years as Consultant.	Experience of working with at least one state industrial infrastructure development corporation/agency/Govt. Authority in India in last 3 years as a Consultant.
Clause No. 2.4	Scope of work	Development of a Strategy document, action Plan and Project management cycle for implementation of policy with respect to infrastructure: The Consultant should assist SIIDCUL in developing a strategy document and Action Plan for implementation of the industrial policy with respect to Infrastructure initiatives that are relevant to the mandate of SIIDCUL. The policy envisages Industrial Infrastructure as one of the key mainstays in the long-term development of the Industry. • We request you to consider inclusion of Strategic Business Development Services for the existing enterprises in the state. There are approx. 3 mn MSMEs in SIIDCUL developed industrial areas with majority of them having	Not Accepted.

		<p>potential to scale up investments if supported appropriately with business development services like productivity improvement, technology upgradation, skill development, access to markets and finance, etc. The traditional source for these services is a Chartered Accountant who wears many hats or buyers who advise improvements to their vendors. However, need is for private sector led strategic services. A cadre of such service providers should be locally available to the enterprises to handhold growing enterprise in their journey of growth. Because of dearth of such business development services as a result of which the enterprises in the state are unable to scale up their investments.</p> <ul style="list-style-type: none"> • The consultant should assist SIIDCUL in developing a market for such services. It may include the following deliverables • Creation of networks of enterprises on the themes of productivity, lean manufacturing, market development, product development, etc. • Linking these networks of enterprises with competent national and international business development services providers • Training local service providers under mentors with national / international expertise --- thus, creating local resource pool of experts <p>Creating a market place (online) for service providers and user enterprises. A team of 3 professional shall be suffice for above track</p>	
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Clause No. 7.1	RFP (Evaluation Criteria)	<p>As the RFP is for engaging the consultant for prepare project reports and applications to receive various incentives and funding support from the Central Government under various centrally sponsored schemes and the success for these projects is counted once the grant is received by the Implementing Agency under the respective scheme. The agency with this experience should be preferred. The evaluation criteria should be as follows: Experience of preparing projects for development of new industrial parks/upgradation of existing parks/estates through Gol schemes. Only those projects will be considered for evaluation where Govt. of India multilateral agencies have accorded final approval and Govt. of India has released Grant to the implementing agency. (Applicant should submit: work order, sanction letter along with proof of release of grant) 2.5 marks per project maximum of 25 marks.</p>	Not Accepted.
Clause No.7.1	RFP (Evaluation Criteria)	<p>Preparation of action plan is a critical aspect of Corporation. The action plan will include the short-term goals to be achieved with the steps involved. Accordingly, you may consider to include the following criteria: Experience of preparing Strategic action plan for scheme of Government of India / state Government. (Bidder Should Submit the copy of work order as proof of the assignment) One assignment maximum 10 Marks</p>	Not Accepted.

(Jharna Kamthan)
General Manager

