

Government of India

Ministry of Textiles

Clarification to the pre-bid queries on the RFP floated for selection of an agency to function as Project Management Unit (PMU) under Samarth- Scheme for Capacity Building in Textile Sector

Sl. No.	Para/ Page No. of RFP	Provision as per RFP	Revision/ Clarification sought	Clarification of MoT
1.	Sub Point 3 (i) Deliverable of the PMU, Page No. 9	The PMU team shall be in place immediately upon awarding of the contract.	We request you kindly allow 30-45 days after the contract signing to deploy the team.	No change. The agency should take over the functions of PMU upon executing the contract
2.	Sub Point 4.1 Terms and Conditions of the RFP, Page No. 9	The selected agency has to perform the functions efficiently to the satisfaction of the Ministry during the contract period and shall not be allowed to withdraw from the contract till its expiry under any circumstances.	We request you kindly give us some more clarity on what is exactly expected from the shortlisted agency.	The functions required to be carried out by the agency, scope of work & deliverables are elaborated in para 2 &3 of RFP
3.	Sub Point 4.3 Terms and Conditions of the RFP, Page No. 9	In the event of non-extension of the contract or termination of the contract, the items procured/developed for the project will be transferred to the Ministry or the agency identified by the Ministry for the purpose. Until such time the deliverables are completed along with complete knowledge transfer by the agency, the project will be treated as 'incomplete' and the fee will be	To perform this task there will be multiple stakeholders involved. Thus, there may be a situation where the new shortlisted agency could take time to deploy the team whereas the penalty clause will apply to the handover agency as well. So we request you to kindly remove the fee deduction clause from this.	No change

		proportionately deducted by the Ministry.		
4.	Sub Point 4.4.1. Payment Terms, Page No. 10	Payment will be made to the agency 25% of the total project cost after every quarter on achievement of deliverables as mentioned in para 2 & 3 above and compliance of terms and conditions of contract.	We request you kindly define the milestones / deliverables which the shortlisted agency has to complete.	The functions required to be carried out by the agency, scope of work & deliverables are elaborated in para 2 & 3 of RFP. Payment to the agency will be released on quarterly against the deliverables.
5.	Sub Point 4.4.2. Payment Terms, Page No. 10	<p>Deduction will be made proportionately in case of non deployment of key personnel and non-achievement of deliverables as detailed below:-</p> <p>a. Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.</p> <p>b. Replacement of first 10% of key</p>	<p>We would like to bring to your kind notice that we will try to deploy the best suitable candidates however, any firm cannot hold back any team member if he/she has decided to move on. Considering the ground challenges, we request you to kindly allow the agency to deploy equal/better candidates without imposing any penalty or deductions in the remunerations.</p> <p>We request you kindly give a timeline of 30-45 days for the deployment of new personnel.</p>	No change. The agency should take over the functions of PMU upon executing the contract

		<p>personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c. In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten per cent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen per cent).</p>		
6.	Sub Point 4.4.5 Terms and Conditions of the RFP, Page No. 10	During execution of the Project, shortcomings/ deficiencies over the agreed terms, if any, are found, then a penalty of 0.5% of the contract value per week (subject to maximum of 5%) may be imposed by the Ministry.	We request you kindly remove this clause.	No change

7.	<p>Point 10. Provision for exit/replacement of resources and penalty, Page No. 17</p>	<p>a. The replaced personnel will be accepted by the Ministry of Textiles only if he/she scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the Ministry of Textiles. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the Ministry of Textiles. There shall be no gap in the replacement of the personnel.</p> <p>b. In case immediate replacement not being provided, in all cases, a penalty of Rs. 10,000/- per working day per personnel will also be imposed till suitable replacement is provided. (In all cases, the replacement procedure will be as mentioned at point a above).</p> <p>c. Ministry of Textiles is free to relieve any personnel at any</p>	<p>We request you to kindly remove the “Rs. 10,000/- penalty per working day clause” from the same.</p>	<p>No change</p>
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		<p>time during the contract period for reasons recorded in writing, by serving 15 days advance notice. The company will be liable to provide the suitable replacement as per the terms mentioned at point c above.</p>		
8.	<p>Sub Point 6.2.6. Minimum eligibility criteria for the bidder, Page no. 14</p>	<p>Consortiums/ Tie-ups of two or more firms are not permitted to participate in the bidding process. Agencies (Implementing Partners/ Assessment Agencies) already working under Samarth Scheme is NOT permitted to bid in the project.</p>	<p>We request the Authorities to kindly allow Consortium/ Tie-ups, this modification will allow organizations with niche expertise to participate in the RFP and would enable the Authorities to select an agency from collaborative pool of best-in-class services. Clause post modification: <i>Consortiums/ Tie-ups of two or more firms are permitted to participate in the bidding process. Agencies (Implementing Partners / Assessment Agencies) already working under Samarth Scheme is NOT permitted to bid in the project.</i></p>	No change
9.	<p>Critical Date, Sheet Page 1</p>	<p>Bid Submission End Date</p>	<p>Considering the importance and magnitude of the project along with deploying the personnel on site. Therefore, in order to select and confirm the best suited people we would require an extension in the timeline. We would request to kindly extend the timeline</p>	<p>There will be no extension of time line for submission of Bid.</p>

			<p>by 15 days to 17th March 2023.</p> <p>This shall help us in gathering the best personnel and also budget the financials better.</p>	
10.	Point 2.5 Page 8	Note: CVs of the personnel proposed to be deployed for PMU should be submitted along with educational and experience certificate of the personnel.	<p>We request to kindly replace this with a “Self-Declaration” at the bottom of their CVs as shown below:</p> <p>Certification</p> <p>I certify that (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (2) that I am available for the assignment for which I am proposed; and (3) that I am proposed only by one Offer or and under one proposal.</p> <p>I understand that any willful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.</p> <p>Full name and signature: Date:</p>	No change.
11.	4.4.2 Deduction Page 10	<p>Substitution may ordinarily be limited to not more than 30% of total key personnel</p> <p>Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be</p>	<p>Request to remove the deductions over substitution. This may occur due to unforeseen external factors.</p> <p>The clause for timeline and qualifications of exit/ replacement/ substitution may govern as per clause 10 of RFP.</p>	No change.

		<p>reduced, say, by 5% of the remuneration.</p> <p>In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten per cent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen per cent).</p>		
12.	<p>Section 4 Sub section 4.4.3 (Incidental Expenditure) Page 10</p>	<p>The maximum ten single visits will be out of the contract amount.</p>	<p>As currently we do not know the nature of tours/visits (National/international) or the no of people traveling (on average). We do not have a clear understanding of the travel budgets. Therefore, we request to consider keeping all the visits on reimbursements basis, as per the approval/cost norms of the Ministry of Textiles</p>	<p>No change.</p>
13.	<p>Point 4.9 Page 12</p>	<p>The agency shall not assign, transfer, pledge or subcontract the work to any other agency.</p>	<p>As stated by clause XVI of Point 2.3 of Objective and scope: “Setting up and running of dedicated call centre having toll-free helpline number in minimum 8 Indian languages covering all</p>	<p>No change.</p>
14.	<p>Point 6.2.6 Page 14</p>	<p>Consortiums/ Tie-ups of two or more firms are not permitted to participate in the bidding process.</p>	<p>sections of country’s geography (North/South/East/West)” The expertise of call centers is quite different than the technical nature of the project. This kind of expertise is best executed by an consortium/outsourced/ subcontracted agency. Also subcontracting this shall optimize cost as well as resources and deliver</p>	<p>No change</p>

better quality.

In this regard we request
to kindly reconsider this
clause