

Minutes of Pre-Bid Meeting held on 18.03.2021 through Video Conference (VC) at 11:00 AM for the Request for Proposal (RFP) floated for taking up assessment studies for identifying gaps in infrastructure & processing facilities for development of potential value chains for perishable products under Operation Green Scheme.

A. List of participants is attached at Annexure-I

B. Queries received from the prospective bidders through email and in Pre-Bid meeting for the Request for Proposal (RFP) for taking up assessment Studies for identifying gaps in infrastructure & processing facilities for development of potential value chains for perishable products under Operation Green Scheme, along with Ministry's response is as under:

S. No.	Reference/ Particulars	Query	Ministry's Response
1.	At Page 73 in Para 2.2.1 An agency can submit bids for a maximum of 5 studies. However, any selected agency will be permitted to conduct maximum 3 gap assessment studies. The bidder has to conduct study for all the <b>identified clusters</b> listed in Annexure VII for a product for which the bid is being submitted. Number of districts in a cluster and number of clusters and their size differs from product to product.	It should be clarify that agency can submit proposal for 5 study or 5 clusters as Annexure-VII.	One study would be assigned for one perishable product and accordingly in total 11 studies are to be assigned for 11 perishable products and each study should cover all the clusters mentioned in Annexure-VII of the relevant perishable product. Further, an agency can apply for maximum of 5 studies. However, any selected agency will be permitted to conduct maximum 3 studies.
2.	Clause 2.2.1 & 7.2- An agency can apply for a maximum of 5 studies covering 5 different highly perishable products in the identified clusters	One technical proposal is required to be submitted consisting of eligibility documents, team structure/details, approach and methodology, etc. even when a firm is applying for 5	Applicant can submit common information like documents supporting eligibility criteria etc. at one place and technical proposals for each study

*Parvinder Singh*  
23/03/2021

		studies under the RFP.	separately. However, all the documents have to be uploaded in a single pdf file with maximum size of 40 MB as per the requirement of CPPP Portal. Further, Financial bids are to be submitted separately for each study/product as per BOQ.
3.	Clause 8.1 (i), 10(e) & Clause 9 (x) - Proof of online payment of EMD and Bid Processing Fee The applicant may make payment vide Pay Order/Bank Draft for EMD and Bid processing Fee.	The RFP mentions in clause 8 that the proof of online payment needs to be submitted. Under clause 9, it is mentioned that Pay Order/Bank Draft is required.	The applicant shall make payment vide Pay Order / Bank Draft for EMD and Bid Processing Fee.  Submit the physical copies of Pay Order / Bank Draft to Ministry before 01.04.2020.  Separate EMDs and Separate Processing Fees should be given for each proposal. As maximum 3 studies would be assigned to one agency, therefore, maximum 3 EMDs are to be submitted.
4.	Clause 10.3 (b)The proposed Concept and Plan for the study.	The proposed concept and plan shall include: <ul style="list-style-type: none"> <li>• Our understanding of the assignment</li> <li>• Proposed approach and methodology including sample size and sample selection process</li> <li>• Work Plan</li> <li>• Team structure</li> </ul> <p>Clarification:- Any indication on the minimum sample size to be considered for the study, so that the financial quotes are at par for comparison among</p>	Proposed Concept and plan shall cover the complete scope of work and Diagnostic Report outlined in the RFP.  The study should ensure full coverage of all processing facilities and all other infrastructure in the chosen cluster as per the Scope of Work in RFP.  For interview etc, optimum sample size ensuring quality

*Pamula D.*  
23/03/2021

		bidders.	response/ output from the participants should be ensured.
5.	Clause 10.3 (c) Relevant Qualification and experience of team leader and its members	Request to please elaborate on the minimum team size required to be deputed for the assignment and allocable scores for each such team member. This will assist in preparation of financial quotes which are then comparable across bidders.	Agency is to decide the team size keeping in context the requirement of mapping all infrastructure/ processing facilities in full in the cluster and requirement of interviews/ FGD as mentioned in Sl. no. 4 above.
6.	Clause 10.3 (c) Team leader having experience in conducting such study; and team member having Professional Degree/ Doctorate in the field of (a) agri-business/food processing/food technologies, (b) Engineering, (c) Economics (d) Agriculture.	Request to consider and add Post-Graduate/Master's Degree in other related fields such as Rural Management / Allied Activities/Management, etc.	Para 10.3 (c ) is to be read as "Team leader having experience in conducting such study and having Professional Degree/ Doctorate in the field of (a)agri-business/food processing/food technologies, (b) Engineering, (c) Economics (d) Agriculture. Other team member should have post graduate degree in similar field.
7.	Clause 18 (iii) Performance security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable / payable from/by the Agency on any account under the contract.	Request to confirm the number of days within which the performance security shall be returned.	As per clause 18.i, the balance amount of the Performance Security shall be returned to the applicant at the end of 60 days after completion of the contract.
8.	Page 99 In Annexure-VII Production clusters for Kinnow/Mandarin	Pl. clarify it should be Kinnow/Mandarin or Orange	In the BOQ and Annexure-VII, the name of fruit may be

*Pamish D.*  
23/03/2021

	while in BOQ at Sr.No. 5 it is mentioned Orange.		considered as Kinnow/ Mandarin/ Orange excluding Mausombi.
9.	Clause 2.4.1 Schedule and Critical Dates :- Last date for submission of the bid (Technical & Financial) is 01/04/2021 3PM	Request to extend the last date of submission of proposal by at least 2 weeks i.e. up to 15/04/2021.	At this stage, the timelines are not extendable and will remain same as mentioned in RFP.
10.	Relaxation for MSMEs	Relaxation for EMD, Turnover criteria and Head Office in Delhi/ NCR.	The condition of EMD is exempted for Micro and Small Enterprises(MSEs) in terms of the extant Public Procurement Policy. However, the conditions of turnover criteria and head office in Delhi/NCR are not relaxed and will remain same as mentioned in RFP.
11.	Government support for seeking statistics and other relevant data from different agencies concerned for the propose of study e.g. mandis, state Agri Dep., Panchayat, Industries department, Co-operative Department etc.		Once the studies would be assigned, then support would be provided by Ministry to consultant for seeking statistics and other relevant data from Central/State Government Departments/Ministries .
12.	At page 79 in Clause 8.1.2.i Technical Bid- The CVs have been recently signed by the individual and the team leader, Unsigned /countersigned CV shall be rejected.		Clause 8.1.2.i Technical Bid-- is to be read as "The CVs have been recently signed by the individual and the team leader/authorized signatory, Unsigned /countersigned CV shall be rejected.
13.	Details of different components to be included in the studies.		As of now, study should cover the entire scope of work and other deliverables for diagnostic report as
14.	Any provision for training and skill development to be identified		
15.	Whether the assessment of creation of new		

*P. Anand*  
27/03/2024

	infrastructure/renovation of existing infrastructure has to be supported by the project cost in addition to the proposed capacity creation.	
16.	Whether waste management treatment has to be included	mentioned in the RFP.
17.	Any projection on generation of employment and manpower needs( Skilled/Semi-skilled/Unskilled) etc, has also to be commented upon	
18.	Clause 17 The Request to consider period for assignment shall be for assignment as 120 days, a period of 90 days keeping in mind the large scope of the assignment and that the primary interactions are to be undertaken.	At this stage, there is no change in the provision to this clause.
19.	Clause 16 All It may be noted that the pre-documents and other existing IPR of DTTILLP will information provided be DTTILLP. by the MoFPI or submitted by consulting agency to the MoFPI shall remain or become the property of the Ministry of Food Processing Industries.	S.no. 19 to 31-All these contractual clauses and other conditions are as per standard practice being followed by Ministry. Therefore, all these provisions will remain same.
20.	Clause 18 (i) In case performance security is submitted through BG, the same shall remain valid for 60 days beyond the find date of original contract.	Request of consider the BG to be valid for 30 days instead of 60 days beyond the final date of original contract.
21.	Clause 20,21 Liquidated damages for error/variation. Liquidated damages for delay.	Request to incorporate that the liquidated damages will be applicable only for the reasons solely attributable to the consultant.
22.	Clause 20 In case any error or variation is detected in the reports submitted by the firm and such error or variation is as a result of negligence.	Request to consider addition of term "gross negligence".
23.	Clause 20 The consequential damages thereof shall be	Request to replace "consequential damages" with "direct damages".

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23/03/2024

	quantified by the MOFPI in a reasonable manner.	
24.	Clause 20 Subject to a maximum of 10 % (ten percent) of the Contract Value.	Request to consider deletion of this clause. In case it cannot be deleted, request reduction in liquidated damages to a maximum of 5% of the contract value.
25.	Clause 21 Subject to a maximum of 10 % (ten percent) of the Contract Value.	Request to consider deletion of this clause. In case it cannot be deleted, request reduction in liquidated damages to a maximum of 5% of the contract value.
26.	Clause 21 In addition, for nonperformance/delayed performance and/or non-adherence to timelines stipulated in LoA issued by Ministry to Agency for the said scope of work, Ministry may forfeit Security submitted as EMD/Performance Security.	It is requested to delete this clause, as liquidated damages are stipulated for such defaults.
27.	Clause 23 The consulting agency shall commence the work immediately on issue of the LOA by the Ministry	Please modify to following: The consulting agency shall commence the work on release of first instalment by the Ministry.  Furthermore, request to please consider modification to date of commencement of work will be mutually agreed between the parties and communicated in writing.
28.	Clause 26 Failure and Termination Clause	We request you to please consider the addition of following: "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case: (i) Client does not make the

*Parvinder D*  
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		payment to the Consultant; (ii) does not adhere to the arbitration judgment (iii) for convenience
29.	Clause 29 Miscellaneous	Request to please add the following: "Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, 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 Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, 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."
30.	Clause 29 (v) Notwithstanding anything in the MoA, in no event shall MOFPI be liable under laws of contract, tort, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit	Request to please make the clause mutual for both parties.

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	arising out of in connection with the MoA).		
31.	Clause 17.1 Payment to the Consultant - 4. On completion of the study and submission of detailed diagnostic report and acceptance thereof - 40%	request that the 40% payment be split with 30% being paid on submission and balance 10% on acceptance.	

**Annexure-I**

**LIST OF PARTICIPANTS**

**From MoFPI:**

1. Shri Kuntal Sensarma, Economic Adviser - Chairman
2. Ms. Parvesh Devi, Deputy Director

**From Agencies:**

1. Mr. Chandrashekhar Kurade
2. Mr. Ankur Gupta
3. Mr. Pradeep Shrivastava
4. Dr. Sonal Choudhary
5. Mr. Vamshi Neela
6. Mr. Siddharth Kumar
7. Mr. Anshul Sah
8. Mr. Amit Dutta
9. Mr. Ansuman Paikray
10. Mr. Vedgna Vaidya
11. Mr. V Krishna
12. Dr. K.P. S. Malik
13. Mr. PVGK Murthy
14. Mr. Ansuman Paikray

*Parvesh D*  
*2/10/21/2021*