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PLANNING & DEVELOPMENT DEPARTMENT
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No. GOS/PDD/SI-WBP/07/PMC&TSA/2023/04

Dated: 26.09.2023

Clarifications to queries/suggestions received for RFP – For Hiring of Program Management Consultant to Support Government of Sikkim in 'Sikkim: Integrated Service Provision and Innovation for Reviving Economies' (INSPIRES) Program
(RFP Ref no. IN-PMU-368107-CS-QCBS)

Sl. No.	Query / Suggestions from the Prospective Consultants	Clause Reference of RFP	Page Number	Content of Para / Clause under Reference as per RFP	Response/Clarifications
1	As per the RFP, the confidentiality is wide and perpetual. We request that the confidentiality be capped to 1 year post termination of contract	GCC Clause 27.1	109	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.....	Existing provision of RFP shall remain unchanged

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2	In view of the resource requirements and internal risk approvals, post release of corrigendum to the set of queries shared, there will be requirement of some more time for submission of bid. In view of the same, it is requested to provide atleast two weeks extension post release of final corrigendum	Section 2 Data Sheet 13.1	30	Clarifications may be requested no later than 22nd September 2023 16:30 hrs.	Please refer to Data Sheet Clause 17.7 & 17.9 on page 32 of the RFP. Sufficient time has been provided already for raising queries. It is not feasible to agree to extension of date for supplementary queries, in view of urgency of requirements for contracting PMC.
3	We request you to please extend the date till 16 October 2023	Section 2 Data Sheet 13.1	30	Clarifications may be requested no later than 22nd September 2023 16:30 hrs.	Please refer to Data Sheet Clause 17.7 & 17.9 on page 32 of the RFP. Sufficient time has been provided already for raising queries. It is not feasible to agree to extension of date for supplementary queries, in view of urgency of requirements for contracting PMC.
4	It is understood that copies of audited balance sheets and I/E statement duly sealed and certified by the CA are required as a documentary proof for bidder turnover. We request if we can submit duly signed CA certificate stating that our turnover is more than the asked value (INR 5 Cr) , however company policies prohibit us to share absolute figures and balance sheets. Request if this condition be relaxed accordingly.	Section 2 Data Sheet 21.1	33	Self-certification. Copies of the audited balance sheet and I/E Statement duly sealed and certified by the CA and the authorized representative of the bidder.	Existing provision of RFP shall remain unchanged. However, as stipulated in ITC 17.1, Consultants may mark as "CONFIDENTIAL" information in their Proposals which may be confidential to their business.

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5	We request if hilly region condition from the 'EAP funded project experience' be relaxed and all EAP projects across geographies be considered.	Section 2. Data Sheet 21.1 Part B	33	Specific experience of the Consultant (as a firm) relevant to the Assignment: b) Ongoing/ completed project as Project Management Consultant in an EAP funded project in Hilly Region of India valuing more than INR 5 crore in related sector.: [5 – 1 mark for each project]	Existing provision of RFP shall remain unchanged.
6	It is requested that more clarity be provided on the capacity building to be done as part of the engagement. We request details on the scale of the capacity building needed and clarity if the department shall bear the costs of the Training & Assessment of the staffs.	Section 7 Pt. 4 (i) (i)	71	i) Plan and execute capacity building activities for key GoS staff of the priority departments. This includes: conducting thorough need assessment in consultation with the relevant stakeholders; developing capacity building plans based on the assessment; identifying capacity building activities including training programs, exposure visits, etc.; provide all identified project management related trainings, in line with their role across other activities on Monitoring and Evaluation (M&E), financial management, procurement, overall environment and social safeguard management, implementation mechanisms, to Government officials across priority departments; liaising with reputed institutions for providing technical and specialized training across thematic areas; providing necessary technical and logistical support for implementation of the capacity building activities.	Existing provision of RFP shall remain unchanged.

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7	It is understood that the Non-Key Experts will be as per decision of the Team leader during project inception stage. In view of the above, we understand that the cost for Non-Key Expert need not be included in the Financial Proposal at the time of bid submission. Request to confirm this understanding.	Section 7 Pt. 5 (c)	76	The firm is encouraged to propose a staffing and mobilization plan that best suits the needs of the project. The proposed staffing will comprise of key experts who will be placed based on the deployment provided herein at the HO, Gangtok, Sikkim within the PMU. The non-key experts will be drawn down by the Team leader based on the requirement and the work plan as presented at the inception stage.	Form Fin-3 'Breakdown of Remuneration' requires details of non-key staff along with Key Staff being furnished by the consultants in their proposals. Please note that no change in the same is agreed to.
8	The proposed staffing will comprise of key experts who will be placed based on the deployment provided herein at the HO, Gangtok, Sikkim within the PMU. With reference to the above statement, it is requested to clarify whether the key experts proposed as per stipulated person months for each expert in the RFP , the entire period needs to be onsite at Gangtok Sikkim or offsite man hours are also allowed	Section 7 Pt. 5 (c)	76	The firm is encouraged to propose a staffing and mobilization plan that best suits the needs of the project. The proposed staffing will comprise of key experts who will be placed based on the deployment provided herein at the HO, Gangtok, Sikkim within the PMU. The non-key experts will be drawn down by the Team leader based on the requirement and the work plan as presented at the inception stage.	Existing provision of RFP shall remain unchanged. The number of person months proposed by the consultant should be completed onsite. Offsite person months will not be taken in account.

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9	<p>We want to bring to your kind notice that this is a difficult clause to comply before winning the project because:</p> <ul style="list-style-type: none"> • The requirement of the CV is specific and if we propose our inhouse resource at the time of bidding then at the time of execution of the project there will be replacement of staff which will take time and the deployment might get delayed more than a month. • If we take all the resources on roll now and if we do not get the project then the resources will suffer the loss of employment. <p>Thus we request you to relax the criteria. We are looking for competent resources to propose in the bid and ensuring that there are least replacement of resources in the project so that the project quality is maintained.</p>	Section 7 Pt. 5	76	e) It is to be noted that the company must demonstrate that 60% of the proposed staff are on their payroll at the time of the bidding.	Existing provision of RFP shall remain unchanged.
10	<p>As per RFP Program Management Specialist profile is required to have at least 7 years' experience in Development sector projects with at least 5 years in managing projects in partnerships with central or state Government.</p> <p>In this regard, it is requested to clarify whether candidates with 7 or more years of experience of working in Advisory or Consulting Engagements directly for Central Government Ministries or State Government departments in development related projects will be considered</p>	Section 7 Pt. 5	79	At least 7 years of experience in development sector projects with at least 5 years' experience in managing projects involving partnerships with central/state government	Existing provision of RFP shall remain unchanged. The understanding is correct.

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11	As per RFP Monitoring & Evaluation Specialist needs to have at least 7 years of experience in development sector monitoring and evaluation, with minimum 5 years of experience in managing monitoring and evaluation functions of projects involving partnerships with government. In this regard, it is requested to clarify whether candidates with 7 or more years of experience of working in Advisory or Consulting Engagements directly for Central Government Ministries or State Government departments in development related projects in managing monitoring and evaluation projects will be considered	Section 7 Pt. 5	80	At least 7 years of experience in development sector monitoring and evaluation, with minimum 5 years of experience in managing monitoring and evaluation functions of projects involving partnerships with government.	Existing provision of RFP shall remain unchanged. The understanding is correct.
12	It is requested to broaden the Educational qualification criteria for MIS associate position to include other technical degrees like B.Tech/BCA/MCA or other related qualification, so that candidates with relevant experience can be proposed for this position by all bidders	Section 7 Pt. 5	81	Bachelor's Degree in Data Science, Statistics, Computer Science, Information Technology, or a related field.	Existing provision of RFP shall remain unchanged.
13	It is understood that the Consultant is not expected to provide any legal services as part of this engagement. We request the department to kindly confirm if our understanding is correct.	Section 7 Pt. 5	84	Procurement Specialist (1 Nos. – 38 person month) Responsibilities	Existing provision of RFP shall remain unchanged. However, any points raised by a consultant which are not directly related to the scope of services can be discussed with the selected consultant during negotiations.

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14	As per our understanding of the RFP, the Consultant's background IPR is not protected. We request that the following standard IPR clause be incorporated :	GCC Clause 27.1	109	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.....	Existing provision of RFP shall remain unchanged.

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15	It is understood that Liability is capped to the value of the contract, with exceptions for third party claim. We request that the exceptions for third party claim be removed.	SCC Clause 23.1	124	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the total value of the Contract: (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law in India".	Existing provision of RFP shall remain unchanged. Consultant's liability, if any, for damage to Third Parties shall be governed by the Applicable Law in India.
16	It is understood that the Consultant shall raise monthly invoices and quarterly reports (listing the activities and deliverables done in the months in the respective quarter). However, it is not clear that what would be the payment approval or clearance mechanism. It is requested	GCC 50 and SCC 50.1 (a) and 50.1 (b)	GCC 50 at pages 118-120 and SCC clauses at page 127	As per SCC 50.1 (b): The Consultant shall submit to the Client itemized invoices at time intervals of every month – keeping in view the details to be submitted through Quarterly Report on the Assignment Progress as specified in Para 9 of the TOR.	Existing provision of RFP shall remain unchanged. As per Para 9 (a) of the TOR, Consultant shall submit Quarterly Reports indicating schedule of activities, inputs, travel, and deliverables that

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	that the mechanism be clearly communicated, and a payment approval/review committee be setup for the same.				will be agreed upon with the Client for the next 3-month period. Such quarterly agreed activities, inputs, travel, and deliverables will be taken into account by the Consultant while submitting monthly invoices.
17	Clarification on "Qualifications of the Consultant Firm"	Section 2 Data Sheet Clause 21.1	32		In case of any queries or confusion regarding the Mandatory and/or Evaluation Criteria of the consultant firm and the respective proposed team the Section 2 of Data Sheet Clause 21.1 on Page 32 of the RFP will prevail.