

**Replies to Pre-Bid queries for RFP on studies making Cotton Competitive**

S.No.	Name of the Authority raised query	Clause/ page/ point no. of the RFP	Query/suggestions on the RFP	Reply to query
1.	Grant Thornton, Gurugram	Point-3 (ii) - Minimum eligibility criteria for technical bid" - Page no. 11	<ul style="list-style-type: none"> <li>• Experience of successfully completing at least 3 studies with Central/ State Governments in last 5 years ending 31.03.2019.</li> <li>• We would like to enquire on the nature of studies mentioned in this clause. <b><u>Does 'studies' imply studies undertaken in the Textile Sector or any type of studies undertaken with Central/ State Govts.?</u></b> Therefore, we would request for this to mean that the Applicant has experience in any study undertaken with Central Govt./ State Govt. in the last 5 years. Kindly confirm.</li> <li>• We would also like to enquire on proof required to be submitted in the case of completion. In most cases, clients do not share completion certificates and given there is a pandemic situation presently, it would be difficult to obtain any certificates from the client. We would therefore request that the Applicant is permitted to submit a CA certificate justifying receipt of more than 80% of funds from the respective funds which would indicate that the assignments have successfully been completed.</li> </ul>	<p>It requires complete 3 studies in last 5 years as per RFP. Not necessarily textiles.</p> <p>Requirement is completion proof .</p>
2.	Grant Thornton, Gurugram	Point-3 (iv) - Minimum eligibility criteria for technical bid" - Page no. 11	<ul style="list-style-type: none"> <li>• The firm should also have experience on serving the government in similar projects – a minimum of 3 projects in the last 5 years.</li> <li>• We would like to enquire on the meaning of similar experience serving the Govt. in similar projects? We request that the Firm have similar experience as any type of Textiles related experience in the past 5 years with a minimum of 3 projects.</li> </ul>	Any 3 projects in last 5 years.
3	Grant Thornton, Gurugram	Clause 15, Sub-Clause (a), Page no. 17 Bid Evaluation criteria and selection procedure – Evaluation of Technical Proposal	<ul style="list-style-type: none"> <li>• Evaluation parameters and criteria for Technical Score – (2) Key Personnel - Educational qualifications and experience of working in textile sector.</li> <li>• The RFP does not mention anything in relation to composition of Team i.e. Team leader (min qualification and experience), Tax experts (min qualification and experience) etc. Do we have any guidelines for that? Would request more clarity on the type of Team to be proposed.</li> </ul>	It is self-explanatory. This being a study on Cotton, whether to include Tax expert or not will be the prerogative of the firm.
4	Grant Thornton, Gurugram	FORM TECH - 2 - BIDDER'S EXPERIENCE – Page no. 28	<ul style="list-style-type: none"> <li>• B: Bidder's Experience of last ten (10) years in conducting Study in Textile and Apparel Sector to boost Exports and enhance Collaboration in the Textile Sector.</li> <li>• In Bidder's experience, it is mentioned 10 years of experience in conducting</li> </ul>	Please refer Note 1 below

			<p>Study in Textile and Apparel Sector. However, in the minimum eligibility criteria, it is mentioned 5 years of experience. Please clarify.</p> <ul style="list-style-type: none"> <li>Furthermore, In the same point, it is mentioned that such study experience is also required to boost exports and enhance collaboration in the Textile sector. There appears to be a disconnect here from the main subject i.e. Making cotton sector competitive. Kindly clarify</li> </ul>	
5	Grant Thornton, Gurugram	KEY DATES – Page no. 2	<ul style="list-style-type: none"> <li>The closing date and time for Submission of Bid (Proposal due date) is 14<sup>th</sup> August 2020.</li> <li>We request to extend the deadline of submission of bid by at least 2 weeks from the date of uploading of clarifications to queries and issuance of corrigendum by Ministry of Textiles.</li> </ul>	The Bid submission date start from 14.08.2020 and Bid submission closing date is 31.08.2020 as per RFP
6	Indian Agribusiness Systems Ltd, New Delhi	Page no. 11 point no. 3	It is requested to reduce the minimum average turnover requirement to 5 cr.	As per RFP
7	Indian Agribusiness Systems Ltd, New Delhi	Page no. 15 point no.12	Is EMD exemption available for firms registered as MSME as per Central/State procurement policy.	No
8	Indian Agribusiness Systems Ltd, New Delhi	Page no. 28	The present RFP is about “Making Cotton Competitive”. Under Bidder’s Experience it is mentioned to provide the experience in textile sector studies in the last 10 years. The research & consultancy in agriculture commodities including Cotton should also be considered.	Please refer Note 1 below
9	Indian Agribusiness Systems Ltd, New Delhi		The scope of work is focused around cotton, its value chain, cotton farmers, its marketing & processing, major problems in its value chain, cotton MSP, farmer database, cotton as raw material in the textile industry. Therefore, it is <b><u>requested to consider the experience of research &amp; consulting on cotton as agri-culture commodity should be given more weightage.</u></b>	Please refer Note 1 below
10	TECHNOPAK Gurugram	Page 24-25	<b>Primary research for this project</b> – There is no clear mention of the extent of primary research to be done for this project. Terms of reference mentioned on Page 24-25 state that all stakeholders in cotton value chain have to analyzed like cotton farmers, cotton warehouses, cotton traders, ginners, spinning mills etc. across the country. All the activity from Point 1 to 10 will require some level of primary research. It will be better if the sample size of primary research (interviews) is defined in the RFP. It can be a range as well. Also, does that primary research have to be done face to face, under current pandemic situation?	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p> <p>2. Companies and firms of all</p>

				<p>the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p> <p>7. Research and development institutions and nongovernmental organizations (NGOs)</p> <p>8. Industry associations as required.</p>
11	TECHNOPAK Gurugram	Page 49	<p><b>Payment Terms:</b> Payment terms as mentioned on Page 49 of RFP mention 20% payment On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable. Please clarify this as draft report can only be ready by end of project and preliminary study report is usually ready after 1-2 months of project start. Also, <b><u>request you to consider to make 20% payment on submission of preliminary study report and further 20% on submission of draft report and balance 40% on Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report</u></b></p>	Please see Note 2 below regarding change in payment terms
12	TECHNOPAK Gurugram	page 15	<p><b>Bank Guarantee</b> – On page 15, it is mentioned that 10% performance guarantee has to be given of overall value of project in the form of BG (Bank Guarantee). Also on Page 49, it is mentioned that BG has to be given for 20% of fees, equivalent to advance amount of 1<sup>st</sup> payment. Please clarify if 2 separate BGs are required? Request you to remove one of the BGs.</p>	The firm have to submit one BG i.e. 10% of performance guarantee of overall value project in the form BG
13	PwC, Gurugram	Section 2 – Instructions to Consultant – Point No. 12 Page no. 15	<ul style="list-style-type: none"> <li>• Earnest Money Deposit (EMD) and Performance Guarantee – An earnest money of Rs.50,000 (Rupees Fifty Thousand only) in the shape of bank draft /demand draft in favor of Pay and Account Officer, Ministry of Textiles, payable at New Delhi.</li> <li>• As the mode of bid submission is only through online CPP portal, kindly clarify how to submit the physical copy of EMD draft. Does it need to be submitted before the last date of submission of tender?</li> </ul>	Copy of the DD may be send with application and original DD to be submitted in office.

			<ul style="list-style-type: none"> <li>Alternatively, we request you to add the option of paying EMD through net banking or online payment mode also, along with bank draft/demand draft</li> </ul>	
14	PwC, Gurugram	Section 2 – Instructions to Consultant – Point No. 14 © page no. 16	<ul style="list-style-type: none"> <li>Submission, Receipt and opening of Proposal – Point No. © - .... The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</li> <li>Due to COVID-19 outbreak situation, it is difficult to source the stamp paper and arrange the Power of Attorney (owing to various travel restrictions, availability &amp; accessibility to board members). We request you to allow us to append the Company Board Resolution stating the names of authorized representatives of the company to sign the proposals. Once, the selection is processed, at the time of contracting stage, we can submit the requisite Power of Attorney</li> </ul>	It is clearly mentioned that authorized representative of the bidder shall be in the form written Power of Attorney accompany the proposal or any other form demonstrating duly authorized to sign.
15	PwC, Gurugram	Section 2 – Instructions to Consultant – Point No. 15 (a) (2.) Section 4 – Technical Proposal Forms – Form Tech II and Page no. 17 & 28	<ul style="list-style-type: none"> <li>Bid Evaluation criteria and selection procedure – Point No. (a) – Table Point no. 1 (ii) – ii) Proven and demonstrable experience and resources in carrying out textile sector studies: i. 3-4 studies: 15 points ii. 5-7 studies: 25 points iii. More than 7 studies: 30 points.</li> <li>B: Bidder’s Experience of last ten (10) years in conducting Study in Textile and Apparel Sector to boost Exports and enhance Collaboration in the Textile Sector.</li> <li>Given the nature of terms of reference, the agriculture and agribusiness expertise is required to conduct all the tasks mentioned (e.g. value chain expertise is required for assessment especially related to production of cotton &amp; on farm operations, agricultural marketing expertise is required for assessing cotton market yards etc.). While textile sector experience is must, we request you to add ‘Agriculture and Allied Sector Experience’ also, along with ‘Textile and Apparel Sector’.</li> </ul>	Please refer Note 1 below
16	PwC, Gurugram	Section 2 – Instructions to Consultant – Point No. 15 (a) (2.) page no. 17	<ul style="list-style-type: none"> <li>Bid Evaluation criteria and selection procedure – Point No. (a) – Table Point no. 2 – Key Personnel Educational qualifications and experience of working in textile sector – Would be assessed by the Committee.</li> <li>The maximum score points against this parameter is 20. As the minimum technical score required for qualification is 50% of total points allotted in a sub-category, we request you to kindly clarify the criteria for scoring against this parameter, same as that of other parameters.</li> </ul>	Criteria for point allotment already mentioned in the RFP and to be assessed by evaluation committee on comparative basis.
17	PwC, Gurugram	Section 2 – Instructions to Consultant – Point No. 21	<ul style="list-style-type: none"> <li>Period of Submission of Report- Time line for the submission of study report to be four (4) months from the date of signing of MoU.</li> <li>Considering the vast scope of the assignment and the need to visit various stakeholders in different Cotton producing states and the ongoing COVID-19 pandemic situation, there may be restrictions in inter &amp; intra state movement.</li> </ul>	Period of submission of report is to be strictly adhere to 4 months. Extension requirement arising from Force Majeure if any will be looked into.

			<p>Moreover, other administrative delays may occur in this current situation. Therefore, we request you to kindly increase the period of assignment as 6 months, which will help consultant to effectively plan for contingency situation.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	
18	PwC, Gurugram	Section 3 – Terms of Reference – Point No. 1 (i) page no. 24	<ul style="list-style-type: none"> <li>• i) Mapping the entire cotton value chain including farming, production, productivity, processing etc. and inter alia bring out factors effecting costs of production.</li> <li>• Mapping entire value chain will invariably requires primary survey and stakeholder interaction. Is there any sampling plan envisaged for this activity? We request you to kindly share the indicative sample size to be covered under the study along with preference to statistical significance. If any. As this sample size will affect the financial bid, giving minimum sample size will give all consultants to plan and quote the fees accordingly. This will also bring all the bidders level playing field and will facilitate the client to compare financial quotes in more objective manner.</li> </ul>	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p> <p>2. Companies and firms of all the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p> <p>7. Research and development institutions and nongovernmental organizations (NGOs)</p> <p>8. Industry associations as required.</p>
19	PwC, Gurugram	Section 3 – Terms of Reference – Point No. 1 (vi) and page no. 24	<ul style="list-style-type: none"> <li>• To assess the infrastructural facilities in all cotton market yards such as adequate cotton testing/assaying facilities, e-NAM platform etc. for quality assessment of and smooth marketing of farmers’ produce.</li> <li>• Does it mean consultant needs to physically visit and verify the infrastructure facilities in all market yards in the country?</li> <li>• There are some specific/exclusive cotton market yards, however, cotton is also traded in common market yards or APMCs where along with cotton many other commodities are traded. Covering all the market yards will be time consuming</li> </ul>	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p>

			<p>task. Does this mean consultant needs to cover only specific/exclusive cotton market yards? If yes, we request you to please provide the indicative list of market yards to be covered.</p>	<p>2. Companies and firms of all the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p> <p>7. Research and development institutions and nongovernmental organizations (NGOs)</p> <p>8. Industry associations as required.</p>
20	PwC, Gurugram	Section 3 – Terms of Reference – Point No. 1 (vii, viii, ix & x) and page no. 24 & 25	<ul style="list-style-type: none"> <li>• To find out the mechanism in vogue/availability of scientific method of price fixation in market yards to ascertain fair price of cotton of different varieties and grades.</li> <li>• To assess the surveillance system in market yards to address the issues of cartelization and collusion between farmers and traders in the market yards for availing the DBT.</li> <li>• To study the past performance and prevailing situation in cotton market and suggest the criteria of DBT for larger interest of all cotton farmers.</li> <li>• To examine the field implementation of DBT closely in respect of liability to Government of India, effect on cotton seed, seed cotton and lint cotton market price and other challenges.</li> <li>• Request you to kindly provide the indicative number of market years to be covered or the indicative list of market yards.</li> </ul>	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p> <p>2. Companies and firms of all the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p>

				7. Research and development institutions and nongovernmental organizations (NGOs) 8. Industry associations as required.
21	PwC, Gurugram	Section 6 – Other Terms and Conditions – Point No. 1 (e) and page no. 48	<ul style="list-style-type: none"> <li>• During the assignment period Government may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope /coverage.</li> <li>• We request you to kindly clarify or modify the ToR during RFP stage. Changing the same during the course of assignment may affect the financials/fees and it would be difficult to accommodate any changes which may affect the costing of the consultant</li> </ul>	Substantial changes during the assignment period which have financial impact will be assessed at that point in time. However small amendment work that will not have substantial financial impact will be intimated during the assignment period.
22	PwC, Gurugram	Section 6 – Other Terms and Conditions – Point No. 1 (l) and page no. 48	<ul style="list-style-type: none"> <li>• All disputes/interpretation and other matters if any, concerning this agreement in any manner whatsoever shall be subject to final decision of the Ministry of Textiles.</li> <li>• All disputes shall be amicably settled through discussion and if unresolved shall be settled through ‘Arbitration’ process per ‘Arbitration and Conciliation Act, 1996’.</li> <li>• We request you to add the following in the above clause:</li> <li>• In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator</li> </ul>	It will be as per RFP
23	PwC, Gurugram	Section 6 – Other Terms and Conditions – Point No. 2 and page no. 48	<ul style="list-style-type: none"> <li>• Budget/Payment Schedule: Payment terms:</li> <li>• On submission of detailed Plan after selection of the Consultant (The firm/agency is required to submit BG equivalent to the amount of advance.) – 20% •</li> <li>• On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable – 20%</li> <li>• On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report – 60%.</li> <li>• The payment terms are mostly concentrated at the end of the tenure of the project. However, given a scope of work / ToR, there will be significant effort</li> </ul>	Please see Note 2 below regarding change in payment terms

			<p>involved during initial assessment phase including field visits/travel. We request you to change the payment terms as follows:</p> <ul style="list-style-type: none"> <li>On submission of detailed Plan after selection of the Consultant (The firm/agency is required to submit BG equivalent to the amount of advance.) – 20%</li> <li>On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable – 40%</li> <li>On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report – 40%</li> </ul>	
24	PwC, Gurugram	Section 6 – Other Terms and Conditions – Point No. 2 and page no. 49	<ul style="list-style-type: none"> <li>Penalty: If the agency/organization/institutions is not able to complete the evaluation in time and/or is unable to furnish the reports in time the agency would be liable to be penalized for delay as follows: ‘1% of the fee (excluding taxes) per week or part of it subject to maximum of 10% of contract value.</li> <li>Given the ongoing COVID-19 pandemic situation, we <b><u>request you to relax this criteria/clause as there may be some instances which are not in control of either consultant or the client.</u></b></li> </ul>	<p>Already mentioned at point no. 5 of section 6 (Force Majeure)</p> <p>Read with point 17 above.</p>
25	PwC, Gurugram	Section 6 – Other Terms and Conditions – Point No. 3 and page no. 49	<ul style="list-style-type: none"> <li>Eligibility of consortium: b) That the Consultancy Organization shall maintain a separate account of the money received for this purpose from the Department and have the final accounts audited by the Government Auditors (in case its accounts are subjected to audit by Comptroller &amp; Auditor General of India) or by a Chartered Accountant.</li> <li>We request you to relax this criteria/clause, as it is difficult to maintain separate account for one specific assignment.</li> </ul>	<p>Amount received from the project will be separately audited for the purpose of submission of Utilization Certificate. It will not be mixed up with other fund of the firm.</p>
26	Deloitte Touche Tohmatsu India LLP	Page 15, Point 12	<ul style="list-style-type: none"> <li>An earnest money of Rs.50,000 (Rupees Fifty Thousand only) in the shape of bank draft /demand draft in favor of Pay and Account Officer, Ministry of Textiles, payable at New Delhi.</li> <li>Considering the current situation of the restricted movements and location of offices/ Banks in red zones or near containment zones, we request you to kindly consider the payment of EMD amount through online transaction directly into the Bank Account of Ministry of textiles, New Delhi</li> </ul>	<p>Copy of the DD may be sent with application and original DD to be submitted in office</p>



27	Deloitte Touche Tohmatsu India LLP	Page 15, Point 13	<ul style="list-style-type: none"> <li>• Performance Guarantee – The selected consultant shall be required to furnish a Performance bank Guarantee equivalent to 10% of the contract value.</li> <li>• We request you to kindly reduce the Performance bank Guarantee equivalent to 5% of the contract value.</li> </ul>	As per RFP
28	Deloitte Touche Tohmatsu India LLP	Page 17, Evaluation Parameters and criteria for technical score	<ul style="list-style-type: none"> <li>• Under ‘Educational qualifications and relevant experience of the key professionals’.</li> <li>• Considering the large scope of the assignment and requirement of different types of expertise, we request you to kindly specify the detailed requirement for the team including: 1) No. of team members required to be deployed 2) Minimum no. of years of experience and educational qualification required for each of the team member (including the team leader) 3) Person-month requirement of each team member</li> </ul>	Criteria for point allotment already mentioned in the RFP and to be assessed by evaluation committee on comparative basis.
29	Deloitte Touche Tohmatsu India LLP	Page 24, Point 1.v, 1.vi, 1.viii	<ul style="list-style-type: none"> <li>• Terms of Reference – Some of the major activities to be undertaken are as follows: <ul style="list-style-type: none"> <li>i. Mapping the entire cotton value chain including farming, production, productivity, processing etc. and inter alia bring out factors effecting costs of production.</li> <li>ii. Review of the impact of existing assistance given to cotton farmers, processing and production entrepreneurs and identify any anticompetitive practices in the supply chain.</li> <li>iii. To assess the status of digitalization of cotton farmers’ data in all cotton growing states with their land records, area under cotton cultivation, farmers’ photograph and thumb impression/digital signature.</li> <li>iv. To assess the infrastructural facilities in all cotton market yards such as adequate cotton testing/assaying facilities, e-NAM platform etc. for quality assessment of and smooth marketing of farmers’ produce.</li> <li>v. To assess the surveillance system in market yards to address the issues of cartelization and collusion between farmers and traders in the market yards for availing the DBT.</li> </ul> </li> <li>• We request you to please clarify if the assessment would require primary field study and survey. If yes, we request you to kindly define the minimum sample size and the geographical coverage of the field survey including no. of stakeholders to be surveyed (such as farmers, traders, processors, etc.) and market yards to be covered. This will help the bidders to assess the scale and scope of the work. We request you to please clarify if the assessment would require primary field study and survey.</li> </ul>	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p> <p>2. Companies and firms of all the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p> <p>7. Research and development institutions and nongovernmental organizations (NGOs)</p> <p>8. Industry associations as</p>

				required.
30	Deloitte Touche Tohmatsu India LLP	Page 41, Form 4E	<ul style="list-style-type: none"> <li>• Format for Power of Attorney for Authorized Representative.</li> <li>• We are a Limited Liability Partnership (LLP) firm having a Board Resolution which authorizes the signatory for signing of proposals, etc. We request you to kindly accept the Board Resolution as the authorization for signing the proposal.</li> </ul>	It is clearly mentioned the authorized representative of the bidder shall be in the form written Power of Attorney accompany the proposal or any other form demonstrating duly authorized to sign.
31	Deloitte Touche Tohmatsu India LLP	Page 49, Payment Schedule	<ul style="list-style-type: none"> <li>• Milestone for payment – 1.On submission of detailed Plan after selection of the Consultant (The firm/agency is required to submit BG equivalent to the amount of advance.) – 20% of total fee 2.On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable – 20% of total fee 3.On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report – 60% of total fee.</li> <li>• We request you kindly modify the payment milestones to – 1.On submission of detailed Plan after selection of the Consultant (The firm/agency is required to submit BG equivalent to the amount of advance.) – 30% of total fee 2.On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable – 30% of total fee 3.On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report – 40% of total fee.</li> </ul>	Please see Note 2 below regarding change in payment terms
32	Deloitte Touche Tohmatsu India LLP	Page 48, Point 1.e	<ul style="list-style-type: none"> <li>• Other Terms and Conditions – During the assignment period Government may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope /coverage.</li> <li>• We request you to kindly modify the clause as follows: During the assignment period Government may modify the TOR and other terms and conditions of the assignment in mutual agreement with the consultant, if necessary, in order to strengthen / deepen its scope /coverage</li> </ul>	Substantial changes during the assignment period which have financial impact will be assessed at that point in time. However small amendment work that will not have substantial financial impact will be intimated during the assignment period.
33	Deloitte Touche Tohmatsu India LLP	Page 49, Point 3. B	<ul style="list-style-type: none"> <li>• That the Consultancy Organization shall maintain a separate account of the money received for this purpose from the Department.</li> <li>• We request you kindly allow the existing account of the consultant for receiving payments from the Department for carrying out the assignment. This has been the prevailing practice in other similar consultancy projects with the Government.</li> </ul>	Amount received from the project will be separately audited for the purpose of submission of Utilization Certificate. It will not be mixed up with other fund of the firm.
34	Deloitte	Other Clauses	<ul style="list-style-type: none"> <li>• We request to kindly include the following clause: “Notwithstanding anything</li> </ul>	Not required

	Touche Tohmatsu India LLP		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	
35	EY, New Delhi	Page no. 10 Mapping the entire value chain including farming, productivity and processing	<ul style="list-style-type: none"> <li>As understood cotton value chain and its production is spread across many States in India, making the entire value chain extremely disintegrated and diverse. There are multiple products and subsequent value chains that can be drawn. To map ‘all’ in short 4 months’ time along with recommendations may be difficult and not achievable. Even the approach and scope chosen by all bidders would be different if the requirement is subjective and hence the proposed deployment of team and costing would also vary hugely It is proposed to clearly define the scope of primary survey / stakeholders and regions of research at this stage itself, to get deployment plan and costing basis comparable approach and methodology.</li> <li>It is suggested to prioritise the regions to map the value chain and conduct primary survey (and stakeholder consultations). Cotton is largely produced in 10 States – Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu and Orissa. It is suggested to restrict the stakeholder consultation in these 10 States. Further, due to limited timelines and given pandemic, the stakeholder consultation could be through telephone/video conference across the 10 States. Further the cotton value chain has many stakeholders and same can be divided into following 4 categories. It is suggested to define the stakeholder consultation as below: <ul style="list-style-type: none"> <li>1. Private companies (i.e. companies dealing with cotton)– 30 Interviews across 10 states and categories as listed • Ginning factories • Textile processor • Exporters / traders • Spinning mills / manufacturers</li> <li>2. Central Government Ministries and Agencies – 5</li> <li>3. State Govt. – Dept. of industries and dept. of agriculture, ENAM, 2 Mandis in each State.</li> <li>4. Nationalised banks – 3</li> <li>5. Research and development institutions and nongovernmental organizations (NGOs) –</li> <li>6. Farmers and farmer groups – 30</li> <li>7. Industry associations – 5</li> </ul> </li> </ul> <p>It is also suggested to increase the overall project duration from 4 months to 6 months, in order to effectively execute all scope items as listed TOR.</p>	<p>Primary survey and stakeholder consultation to be compulsory conducted on the ground in the 11 cotton producing states i.e. Gujarat, Maharashtra, AP, Telangana, Haryana, MP Rajasthan, Punjab, Tamil Nadu, Orissa and Karnataka including Farmers and farmer groups</p> <p>2. Companies and firms of all the cotton value chain to be consulted as much as possible.</p> <p>3. Central Government Ministries and Agencies.</p> <p>4. State Govt. – Dept. of industries and dept. of agriculture, ENAM,</p> <p>5. Mandis in each State.</p> <p>6. Nationalized banks</p> <p>7. Research and development institutions and nongovernmental organizations (NGOs)</p> <p>8. Industry associations as required.</p>
36	EY, New Delhi	Page no. 10	<ul style="list-style-type: none"> <li>The turnover requirement is too low in light of firm’s experience required and scope of work, especially related to extensive stakeholder consultation required</li> </ul>	As per RFP

		<p>Minimum eligibility criteria for Technical bid</p> <p>i. The firm should have minimum turnover of Rs. 10 Crores ....</p>	<p>to execute the engagement.</p> <ul style="list-style-type: none"> <li>The turnover requirement may be raised to INR 150 Crores. Some examples are given below. 1. Invest India RFP for selection of agency for accelerating investments in India a. The bidder should have minimum average annual turnover of INR 100 crore from management consulting services in India during the last three financial years excluding revenue from audit and taxation 2. RFP for PMU (MP State Government – Agro industries development corporation ltd.) a. The bidder should have a minimum turnover of INR 100 crore from Indian operations in business consulting services in each of the previous 3 financial years (FY16-17, FY17-18 and FY 18-19) b. The bidder should have minimum of INR 10 crore turnover from Government consulting services in India in each of the 3 previous financial years (FY16-17, FY17-18 and FY 18-19)</li> </ul>	
37	EY	<p>Page no. 17</p> <p>Evaluation Parameters and Technical score. 2. Key Personnel.</p> <p>Educational qualification and experience of working in textile sector</p>	<ul style="list-style-type: none"> <li>We understand that the Key personnel shall play an important part in eligibility criteria, but information on educational qualifications and experience of candidates and number of staff required is not mentioned.</li> <li>Kindly provide all necessary qualification, total experience with relevant experience to the template so that bidder does not miss out on the display of information which may impact the evaluation. Further, number of staff required should also be mentioned to ensure no expectation mis match and calculate the cost of the engagement accurately.</li> </ul> <p>Suggestion: Project manager / senior consultant: MBA or equivalent with textile sector and government consulting experience of 10 years 2 Support staffs: MBA or equivalent with 5 years' experience 1 Support staff: MBA or equivalent with 3 years' experience</p>	<p>Criteria for point allotment already mentioned in the RFP and to be assessed by evaluation committee on comparative basis.</p>
38	EY	<p>Page no. 17</p> <p>Evaluation Parameters and Technical score Bottom of the table.</p> <p>The minimum qualifying score for Technical Evaluation will be 60 marks.</p>	<ul style="list-style-type: none"> <li>The minimum qualifying score is low and will move focus towards L1 bid with bearing on the quality of outcome of the bid.</li> <li>The minimum qualifying score may be revised to 70 marks.</li> </ul>	<p>As per RFP</p>

39	EY	The minimum technical score required to qualify technically is 60 points out of 100 with at least 50% marks in each criteria for subsequent opening of the financial proposal	<ul style="list-style-type: none"> <li>The minimum qualifying score may be revised to 70 marks. Hence, the clause may be rephrased</li> </ul>	As per RFP
40	EY	A proposal shall be considered unsuitable and shall be rejected at this stage if it does not respond to RFP or if it fails to achieve minimum technical score of 60 points out of 100	<ul style="list-style-type: none"> <li>Internal marking criteria of 50% is too restrictive and not directly related with the objectives of the project.</li> <li>The minimum qualifying score may be revised to 70 marks. Hence, the clause may be rephrased 50% clause may be removed</li> </ul>	As per RFP
41	EY	Page no. 18  Method of selection	<ul style="list-style-type: none"> <li>Split of Technical and Financial score is 70: 30.</li> <li>The current ratio of 70:30 can result into a technically superior bidder not selected to execute this critical assignment. While increasing weightage for technical scores from 70 to 80 may increase the burden of consulting fee on the department by a few lakhs, effective and robust knowledge partnership can not only save crores to the exchequer but also bring that additional knowledge, connects and subsequent development of sector. Most of the consultancy tenders these days across the Central as well as state Governments adopt 80:20 criteria. For instance, 1. Invest India RFP for selection of agency for accelerating investments in India A. bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and as per procedures described in this RFP.</li> </ul>	As per RFP
42	EY	Page no. 29  Bidders experience of last ten (10) years in conducting study in Textile and Apparel Sector to boost exports and enhance collaboration in the textile sector	<ul style="list-style-type: none"> <li>The requirement of bidder's experience in clause B, Page 29 is different from that mentioned under 'Evaluation parameters and criteria for technical score – Firms experience' on page 17.</li> <li>Pls. clarify exact and uniform criteria and type of experience to be showcased by bidders</li> </ul>	Please refer Note 1 below

43	EY	<p>Page no. 31</p> <p>Description of technical approach and methodology for performing the assignment.</p> <p>N. Technical approach and methodology (Max. 1000marks)</p>	<ul style="list-style-type: none"> <li>This will limit detailing on Approach and Methodology to a very large extent.</li> <li>Request you to please increase the limit of words for A&amp;M to 5000 words instead of 1000. This will help to detail the scope of work and execution plan.</li> </ul>	<p>Amendment in Form TECH .3, Section 4 at page 30.</p> <p>(a) “Technical Approach and Methodology (Max 1000 words)” may be read as )  <b>“Technical Approach and Methodology (Max 3000 words)”</b></p>
44	EY	<p>Page no. 17</p> <p>Evaluation Parameters and Technical score</p> <p>Technical approach and methodology for performing the assignment</p>	<ul style="list-style-type: none"> <li>Please advise on the marking scheme in case presentation would be required post technical proposal submission</li> </ul>	<p>Presentation to be done, if any, will be informed</p>
45	EY	<p>Page no. 50</p> <p>Other terms and conditions 1 d)</p> <p>50 hard copies</p>	<ul style="list-style-type: none"> <li>This point may be removed. As it seems irrelevant here. Soft copy and 5 hard copies may be sufficient. Further printing of the final report could be done on need basis and billed on actual to MoT.</li> </ul>	<p>As per RFP</p>
46	EY	<p>Page no. 50</p> <p>1 e)</p> <p>During the study .....coverage.</p>	<ul style="list-style-type: none"> <li>Points in this section are specific to Study. If modification of TOR is aimed at during the project, it will have cost implications.</li> <li>TOR is quiet detailed and wide enough. Provision may be revised to allow modification of TOR on mutual consent, involving cost implications.</li> </ul>	<p>Substantial changes during the assignment period which have financial impact will be assessed at that point in time. However small amendment work that will not have substantial financial impact will be intimated during the assignment period.</p>
47	EY	<p>New Clause</p> <p>Confidentiality</p>	<ul style="list-style-type: none"> <li>Please add the following clause: “Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may,</li> </ul>	<p>As per RFP, Section 6</p>

			however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement"	
48	EY	New Clause  Limitation of liability	<ul style="list-style-type: none"> <li>Please add the following clause: "The Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."</li> </ul>	Not required
49	EY	New Clause  IPR	<ul style="list-style-type: none"> <li>Please add the following clause: "Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."</li> </ul>	As per Section 6 of RFP

**Note:- 1**

**Amendment to BIDDER's EXPERIENCE of Section 4, point 14 at page 28.**

“Bidder's Experience of last ten (10) years in conducting Study in Textile and Apparel Sector to boost Exports and enhance Collaboration in the Textile Sector” to be read as **“Bidder's Experience of last ten (10) years in conducting Study in Textile**

**and Apparel Sector including boosting of Exports and enhance Collaboration in the Textile Sector. Experience in study on cotton production/ productivity/ farming/ processing” .**

**Note:- 2**

**Amendment in Budget/ Payment Schedule**

<b>Payment Terms</b>		
S.No.	Millstone	% of Total Fee
1	The consultant firm /agency after selection have to submit detailed plan / inception report within 15 days from the date of awarding of the study..	20%
2	On submission of draft report within 3 months from the date of awarding of the study with presentation to be made before MoT and report to be found acceptable	30%
3	On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report	50%

**Note 3:**

**Under “Evaluation parameters and criteria for technical score” at page no. 17 under section 2.**

**Sl no. 1 part (ii) on firm experience “Proven and demonstrable experience and resources in carrying out textile sector studies” to be read as “Proven and demonstrable experience and resources in carrying out textile sector studies and studies on cotton production/ productivity/ farming/ processing” .**



**Note 4:**

**Amendment in Form TECH .3, Section 4 at page 30.**

(a) “Technical Approach and Methodology (Max 1000 words)” may be read as “**Technical Approach and Methodology (Max 3000 words)**”