

Statement showing the point wise replies on the queries raised by Firms in pre-bid Meeting held on 29.02.2016

Sl. No.	Page No. & Clause	RPF Document Points	Remarks/Suggestions/ Clarifications required	EdCIL Remarks
1.	General		We request on Whether this is an Open Tender or a Limited Tender	RFP issued by reference No. RFP/Strategy Consultant/01/2016 dated 05.02.2016 is limited tender.
2.	Chapter 3 page No. 7 Bid Submission Date	Bid Submission Date & Time 4 th March, 2016 upto 1500 Hrs.	Considering the size of the project , we request you to provide 20 days after the release of reply to pre bid queries.	The date of submission of bid is extended to 22 nd March, 2016 (an amendment will follow).
3.	Clause 10 - Performance Security, Annexure 7 (Pg. 24,44)	Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 5% of the total order value as demanded by EdCIL.	As a firm policy, we will not be able to provide performance guarantee deposit. We humbly request you to delete the mentioned clause and the annexure 7	No change. Submission of PBG is mandatory in all tenders and thus cannot be dispensed with.
4.	Clause 12 – LD on account of delays in the Bidder's Performance (Pg No. 24)	Delay on the part of the bidder for reasons solely attributable to the bidder in performance of its delivery obligations as is directly attributable to them shall render the bidder liable to the imposition of penalty (LD) @0.5% of the order value for each week or part thereof subject to maximum of 5% of the order value, unless an extension of time is agreed upon.	As a firm policy, we cannot agree to LD clause. We humbly request you to delete the mentioned clause	No change

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5.	Clause 19 – Indemnity (Pg No. 28)	In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary / punitive / recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.	As a firm policy, our liability is limited to direct loss and we are not liable for any special, indirect, incidental, consequential damages etc. We, therefore request you to amend the mentioned clause. We would also like to submit that the liability should be capped at the contract price.	The clause has since been reviewed. The indemnity clause stands amended as follows: “In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary / punitive / recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation, subject to the liability limited to the Order Value. (Amendment will follow).
6.	TP -2, TP-3, TP-4 Pg No. 35, 36, 37	Experience of the applicant	With respect to our track record and testimonials, we humbly submit that due to our existing confidentiality obligations to our other clients, any details of prior relevant work experience for other clients should only be disclosed in sanitized form, unless we have a specific consent from the relevant client to disclose client specific Information. Similarly, specific client names/project details should not be disclosed, unless we have our client consent for this. Only engagements where	No change. The point has already been covered under Note to 3 of TP 2.

			<p>we received a written consent from Clients will be shared with EdCIL. For engagements where we do not have consent, we will share the details in sanitized form to ascertain relevance. Please confirm. This has been typically accepted in other govt./PSU RFPs.</p>	
7	<p>Bid Evaluation Process - Technical criteria, Clause 3(a), (b), (c),, 4 (a), (b), (c) (Pg No. 17)</p>	<p>Quality and experience of a four member senior leadership team comprising of Global and Indian partners (with minimum one Global and one Indian partner) will be considered. Each of these partners shall have a minimum of 10 years of experience and should be an employee of the bidding firm for at least 3 years. Combined experience of the partners across each of the following three categories of relevant projects will be taken into consideration:</p> <p>(a) No. of Central Govt. and PSU management consulting assignments completed in India, each of value (professional fees) greater than Rs. 1 crore.</p> <p>(b) No. of Education and skill development management consulting assignment completed in India</p>	<p>The threshold range of value of engagements has been put as above INR 1 Cr. We humbly submit that to differentiate between top quality consultancy firm(s)having experience in large strategic engagements versus the rest, the threshold value should be raised to INR 5 Cr for India and USD 1 million for global projects.</p>	<p>No change. The limit in tender document is kept based on EdCIL's requirement.</p>

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		<p>and Globally, each of value (professional fee) greater than Rs. 1 crore.</p> <p>(c) No. of long term (greater than 5 years) growth strategy consulting assignment completed in India, each of value (professional fee) greater than Rs. 1 crore.</p>		
8.	<p>Financial Evaluation of Bids - Clause 3 Pg. 20</p>	<p>There will be 70% for Technical Evaluation and 30% weightage for Financial Evaluation</p>	<p>We humbly submit that this engagement is of very high strategic importance to EdCIL and therefore to ensure that a top quality consultancy firm that can offer its best people and advise EdCIL is selected, the technical weightage should be raised to a minimum of 80%. This has been followed by several Govt./PSU RFPs recently with some even releasing RFPs with a technical weightage of 90%.</p>	<p>No change</p>
9	<p>Revenue from Management Consultancy in India TP-1 Pg 34</p>	<p>Certificate from Statutory Auditor certifying revenues from management consultancy only for all three years to be attached.</p>	<p>We request that instead of Statutory Auditor the certificate could be certified by a certified Chartered Accountant firm to avoid longer time cycle and cost</p>	<p>The request for certification by Certified Chartered Accountant / Firm is agreed to (amendment will follow).</p>
10.	<p>Form FIN – 2 Asterisk Note below table</p>	<p>Certificate from Statutory Auditor certifying revenues from management consultancy only for all three years to be attached</p>	<p>We confirm we will provide prices inclusive of all taxes, duties, levies and all expenses and request you to add a clause in the contract as we would like to get reimbursed for the</p>	<p>While quoting the cost, the bidder may indicate separate break up for the tax component in separate page in addition to filling of FIN 2.</p> <p>Taxes as applicable would be reimbursed by EdCIL</p>

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			<p>amount we pay to government as taxes on our invoice.</p> <p>During the course of the contract any change in rates of indirect taxes (Service tax and similar taxes) or if Indian Government introduces any new tax on Consultant's invoice will be to the account of EdCIL</p>	(Amendment will follow).
11.	<p>Chapter 4 Clause 7 page No.10</p> <p>Security Deposit/EMD</p>	<p>The bidder should enclose EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) in form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at Noida, with the Technical proposal/bid.</p>	<p>(i) EMD seems to be on higher side. We would request you to revise the EMD amount to Rs. 2,00,000/- .</p> <p>(ii) We understand with the statement that the DD should be from any scheduled commercial bank or nationalized bank with validity of 90 days.</p>	<p>(i) No change. EMD has been kept targeting high end consulting firm.</p> <p>(ii) DD can be submitted from any scheduled / nationalized Bank</p>
12.	<p>Chapter 5 Page No. 16- Scope of Work- Submission of Final Plan</p>	<p>Submission of final plan – with in 11 weeks</p>	<p>(i) Considering the Scope of work we request that Overall time frame for submitting the final plan should be at least 16 weeks from award of work.</p> <p>(ii) Please Confirm if the core team deployed on the project will sit in the premises if EdCIL or to operate out of Corporate Office, so that we can budget logistics cost accordingly.</p>	<p>(i) No Change</p> <p>(ii) Necessary logistic support shall be provided by EdCIL for the core team as and when required by the Consultant.</p>

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13.	Chapter 6 clause 2-	Evaluation Criteria	<p>(i) We request the authority to rephrase the sentence to Revenue from Management Consultancy in India. >Rs. 300 crores 5 marks. Rs. 150 cr. To 300 cr. 3 marks. <Rs. 150 cr. 2 marks.</p> <p>India turnover of the consulting strategic advisory/Govt. Advisory (excluding IT, Audit, M&A, Tax and Assurance, outsourcing, Risk management, transaction advisory etc.) of the firm.</p>	No Change.
14	Chapter 6 clause 3-	Evaluation Criteria	<p>(i) Consulting projects for Central Govt. and PSU in India are normally divided into multi-project rather than 1 single big size projects. We would request the authority to rephrase the sentence as "No. of management consulting projects for Central Govt., State Government and PSU in India and Globally, each of value (professional fee) greater than Rs.50.00 Lacs, completed / initiated in last 5 financial years.</p> <p>(ii) We request to the authority to allow "The self - certification is to be signed by Authorized</p>	<p>(i) No Change. The Value of one Project of Rs. 1Crore is justified keeping the highest importance attached by the Company to the Strategy Consulting Project as it would critically impact its growth.</p> <p>(ii) It is already mentioned in the bid document that the supporting document for technical criteria is to be self certified by CEO/MD of the firm.</p>

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			signatory." (iii)The total marks for this category is requested to be reduced to 7.5 from 10.	(iii) No Change. Any change in marking system may shift the importance assigned.
15.	Chapter 6 clause 3 (b) Page No. 18	Evaluation Criteria	(i) We would request the authority to rephrase the sentence as "No. of relevant Indian and Global management consulting projects done in Education and skill development sector each of value (professional fee) greater than Rs.50.00 Lacs, completed / initiated in last 5 financial years. (ii) We request to the authority to allow "The self - certification is to be signed by Authorised signatory." (iii) The total marks for this category is requested to be enhanced from 10 to 20.	(i) No Change. Same remarks as given against 13 (i). (ii) No Change. Same remarks as given against 13 (ii) (iii) No Change. Same remarks as given against 13 (iii).
16.	Chapter 6 clause 3 (c) Pg. No. 18	Evaluation Criteria	(i) We request the authority to rephrase the sentence as "No. of long term (greater than 5 years) growth strategy consulting project done in India, each of value (professional	(i) No Change. Same remarks as given under 13 (i).

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			<p>fees) greater than Rs. 50.00 Lacs, completed / initiated in last 5 financial years.”</p> <p>(ii) We request to authority to allow “ the self-certification is to be signed by the Authorised signatory.”</p> <p>(iii) The total marks for this category is requested to be reduced to 7.5 from 10.</p>	<p>(ii) No change. Same remarks as given under 13 (ii).</p> <p>(iii) No change. Same remarks as given under 13 (iii).</p>
17	Chapter 6 clause 4 Pg no. 18	Evaluation Criteria	<p>(i) We would like to request the authority to provide clarity the role of “Global Partner”. Further we would request you to replace the clause as following “Quality and experience of a four member senior leadership team will be considered. Each of these partners shall have a minimum of 10 years of experience and should be an employee of the bidding firm for at least 1 year. Combined experience of the team members across each Of the following three categories of relevant projects will be taken into consideration:</p> <p>(a) No. of Central Govt., State Govt. and PSU management consulting assignments completed / Initiated in India and Globally, each of value</p>	<p>(i) The technical parameters in the bid document will remain unchanged. Association of Global Partner is insisted owing to the need for incorporation of Global perspectives and best practices in education sector.</p>

			<p>(professional fees) greater than Rs. 50.00 Lakh</p> <p>(b) No. of Education and skill development assignment completed / Initiated in India and Globally, each of value (professional fee) greater than Rs. 50. Lakh</p> <p>(c) No. of long term (greater than 5 years) growth strategy consulting assignment completed / Initiated in India and Globally, each of value (professional fee) greater than Rs. 50.00 Lakh".</p> <p>(ii) We request you to specify the educational qualification requirement of team members.</p>	<p>(ii) EdCIL would require the association of best available talent in the Industry. Accordingly, benchmarking would be done based on the relative qualification. There is no minimum qualification laid down. Hence no change.</p>
18	Chapter-7, Clause 7 Page No 23	<p>Payment Terms</p> <p>(i) 20% of the Professional fee (S.No. 1 of FIN-2) on acceptance of Concept Plan by EdCIL.</p> <p>(ii) 30% of the Professional fee (S.No. 1 of FIN-2) on acceptance of Draft Plan by EdCIL.</p> <p>(iii) 50% of the Professional fee (S.No. 1 of FIN-2) on acceptance of Final Plan by EdCIL.</p> <p>(iv) Handholding Fee</p>	<p>We would request to rephrase the clause as following</p> <p>Concept Plan: 20% of the Professional fee (S.No. 1 of FIN-2) on submission of Concept Plan by EdCIL</p> <p>Draft Plan: 30% of the Professional fee (S.No. 1 of FIN-2) on submission of Draft Plan by EdCIL</p> <p>Remaining 50% will be paid on acceptance of</p>	<p>No change</p>

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		(S.No.2 of FIN-2) to be paid at the end of each quarter on pro rata basis.	plan.	
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