

फ़ाइल न.- E-19012/2/2022-आर्थिक अनुभाग
भारत सरकार
खाद्य प्रसंस्करण उद्योग मंत्रालय
पंचशील भवन अगस्त क्रांति मार्ग
नई दिल्ली- 49

दिनांक: 4 October 2022

विषय: "भारत में प्रसंस्करण के विभिन्न स्तरों पर खाद्य प्रसंस्करण और मूल्य संवर्धन की सीमा का निर्धारण" करने के लिए अध्ययन आयोजित करने के लिए प्रस्ताव के अनुरोध (आरएफपी) के संबंध में बोली पूर्व बैठक का कार्यवृत्त ।

Ministry of Food Processing Industries (MoFPI) desires to engage the reputed consulting firms or expert institutions for conducting Study to "Determining the Extent of Food Processing & Value Addition at different Levels of Processing in India". Accordingly, RFP has been floated on 22.09.2022 on Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/> eprocure/ app and on the website of MoFPI at <https://www.mofpi.nic.in>.

2. For the purpose of providing clarifications to the queries of the bidders regarding the RFP document, a Pre-Bid meeting held under the Chairmanship of Economic Adviser, FPI is schedule on Thursday 29.09.2022 at 11.00 am onwards in the room no. 120, Panchsheel Bhawan, August Kranti Marg, New Delhi. The representative from the interested agencies like Deloitte participated in the meeting.

3. Clarifications w.r.t the queries/suggestions received vide email and during the Pre-Bid meeting may be seen at Annex.

यह सक्षम प्राधिकारी के अनुमोदन से जारी किया गया है।

भवदीय,

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प्रति-

सभी संबंधित

Clarification to the queries raised via email(s) and during the Pre-Bid meeting held on 29.09.2022 at 11.00 am onwards for the RFP for “Determining the Extent of Food Processing & Value Addition at different Levels of Processing in India”

Sr.	RFP reference	Content of RFP requiring clarification	Clarification sought	Remarks of MoFPI
	Clause 4.3	Coverage of the Study	Request to kindly clarify the sample size to be covered as part of primary surveys.	In proportion to ASI distribution of units in States/ UTs, and keeping statistically acceptable per cent covering various aspects as outlined in the Scope of Work.
	Clause 8 Clause 9 (k)	Proof of online payment of EMD and Bid processing fees The applicant may make payment vide Pay order / Bank Draft of Rs. 3,00,000 (Rupees Three Lakh only) in favour of “The Pay & Accounts Officer, Ministry of Food Processing Industries”, New Delhi as Earnest Money Deposit (EMD). In addition to EMD, the applicant is also required to make a separate online payment as a non-refundable bid processing fees of Rs 1000/- (Rupees One Thousand only) vide Pay Order / Bank Draft in favour of “The Pay & Accounts Officer, Ministry of Food Processing Industries”, New Delhi.	RFP mentions online payment at one place and Pay Order/ Bank Draft at another. Request to kindly clarify the acceptable mode if payment.	Bidders may submit the bid processing fee and Earnest Money Deposit (EMD) in the form of separate Demand Drafts in favour of Pay & Accounts Officer, MoFPI, New Delhi, payable at New Delhi. <i>Bid security in the form of insurance surety bonds, account payee demand drafts, bankers cheque or bank guarantee (including e-bank guarantee) would also be accepted.</i> A scanned copy of Demand Draft also needs to be uploaded along with the bid at the Central Public Procurement Portal as proof of payment before the last date of submission of bids. Processing fee is non-refundable.
	Clause 8.3 (ii) c regarding Financial Bid Submission	The instructions for submission of financial proposal states that firm will ensure that Costs (including break-up of costs) is indicated in INR	The prescribed BOQ .xls format does not have pre-defined or editable rows or columns for providing break-up of costs. Please clarify	Firms need to submit the Total Price for services as detailed under scope of work deliverables in tender document (Inclusive of all the applicable taxes, in INR). No break up of cost is required.
	Clause 19.1	Any breach in contract will lead to penalty	Request to kindly let us know the quantum of penalty.	As indicated in RFP para 19.2.

	Clause 20.1	The consequential damages thereof shall be quantified by the MOFPI in a reasonable manner	We request you to please consider “direct damages” instead of “consequential damages”.	As per RFP.
		recovered from the Consultant by way of liquidated damages, subject to a maximum of 10 % (ten percent) of the Contract Value.	We request to kindly modify the clause as follows. the Consulting Firm / Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay in correcting the error or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value	As per RFP.
	Clause 21.1	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2 % (zero point two percent) of the Contract Value per day, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.	We propose that the clause be changed to 0.5% of the total contract value for each week of delay. We further request you to kindly incorporate the following. “The LD will be applicable only if the delay is solely attributable to the Consultant / Bidder”	Clause 21.1 of this RFP document includes <i>“However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.”</i> This clause for the liquidated damages addresses the issue of the bidder.
	Clause 26	Failure and Termination Clause	We request to kindly add the following. “The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case	As per RFP.

			<ul style="list-style-type: none"> - Client does not make the payment to the Consultant - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder." 	
Clause 26.1	Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 20	We request you to please consider the following. "the total liability of the Consultant / Bidder in terms of penalty and liquidated damage clause shall not exceed 10% of the total contract value, provided the error/delay is solely attributable to the Consultant".	As per RFP.	
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	As per RFP.	

			<p>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.”</p>	
Annexure V. Evaluation Criteria (Technical)- Part C-1	The qualification requirement of Team Leader is stated as Doctorate in field of (a) Statistics, (b) Economics, (c) Management, (d) Post-Harvest Management	We request you to also consider and add Post-Graduate/ Master’s Degree in other related fields such Agri-Business/ Rural Management / Agri Economics/ Agriculture/ Horticulture/ Food Technology / Agriculture Marketing etc	<p>This was discussed during the pre-bid – scope of related disciplines can be allowed (as suggested), but the Team leader should be preferably a Doctorate.</p> <p>Hence, Point (C1) of Annexure – VII of the RFP is rephrased as under: Qualification of Team leader: Doctorate in the field of (a) Statistics or (b) Economics or (c) Management or (d) Agriculture Economics/ Agribusiness or (e) Rural Management or (f) Agriculture Marketing or (g) Agriculture/ Horticulture.</p>	