

**Appointment of Consultant to Suggest Government Process Reengineering (GPR) in the Directorate of Town & Country Planning, M.P. for Providing Effective Citizen Centric Services**

**Pre-bid Conference dated 11.03.2019 minutes**

S.No.	RFP Document References(Section & Page Number)	Content of RFP requiring clarification	Points of Clarification	SITOP Clarification
1.	31/9.2	Human Resource Deploy	This is not a very good clause. It gives lot of pressure to the bidders and sometimes hamper its capability to deliver its best. This clause may be deleted or at least 3 replacements may be allowed	One replacement will be free of cost but it will be of same or better qualification/ experience.
2.	14/4.6.3	Performance Security	Performance Security of 10% of the total contract value is too high. The Consultant is investing its resources to successfully complete the project. The Consultant request you to reduce the Performance Security to 2% of the total contract value. Please confirm.	It can be reduced to 5%
3.	29/7.3	Team Arrangement 1. Urban Law Expert: Post Graduate in Planning with Graduation in Law	Urban Expert: "Post Graduate in town planning discipline with experience in governance and reforms project". Please confirm.	Not considered
4	29/8	Deliverables & Timelines	The project timelines proposed in the RFP is very stringent for this type of research project. In	Committee understand the workload in this project, hence time line is extended to 40

			order to do an in-depth research and suggest modifications, the Consultant require sufficient time to do so. The Consultant suggest "proposed timelines" as given in annexure 1. Please confirm	week as changed in table of para 8/Page 29 Deliverables and Timelines.
5		Additional	The whole project is based on the secondary data and the Acts/Rules / Policies / Govt. Orders etc. it is the responsibility of consultant to successfully complete the project on time. Any delay on the part of T&CP in providing the above information / data and the time involved in approval of stage deliverables should not be treated as delay on Consultant's part. Please confirm.	Copy of Act, Rules and Govt. Orders are already available in T&CP so it will be provided timely. If there is any delay from client side, it shall not be attributed to the Consultant.
6.	27/7.2	Stages	Stages and deliverable are not corresponding to each other. For example in point no. Viii (d) "Above work shall be carried out in five months' time." is not clear similarity point no. vi. "State level workshop to deliberate the 1st Draft report" is also not clear.	There is no change in stages and deliverable. Revised Deliverables & Timelines will be as per para 8/page 29 of RFP
7.	20/5.1	Pre-qualification (PQ) criteria	Consortium is allowed in this section, however in the other sections it is not clear how to	Consortium shall be treated as single entity. Annual turnover of last three year & successfully completed at least three Eligible

			count the turn over of a consortium. Clarification is required if the firm is less than one year old with the professionals having more than 20 yrs of experience, will it be permitted, since they have only choice to show their turn over by way of producing work orders.	Assignments as mentioned para 5.1/page 20 of RFP
8	20/5.1		In the same section point no 1 of the table Partnership firms are not mentioned as legal entity. Will the partnership firms are allowed , need to clarify.	Partnership firms will be considered
9.	31/11	Payment Schedule	Payment schedule given in the RFP is not favouring the consultant, however we propose the payment schedule as given annexure 2 of this document	Payment schedule has been revised in Para 11/Page 31 Payment Schedule
10	32/11	Payment Schedule (foot note 1)	Although it is mentioned that Logistics for the workshop will be provided by the SITOP. However it is not clear if SITOP will fund the workshop. Pl Clarify	The expenditure of workshop shall be borne by the SITOP.
11.	20/5.1(2)	The bidder should have a minimum annual average turnover of Rs. 1,00,00,000.00 (1 Crore) in the last three financial years 2015-16, 16-17, 17-18	We request you to increase the minimum annual average turnover to Rs 50 Crore for last three financial years 2015-16, 16-17 , 17-18	No Change

12.	20/5/1(3)	The Agency shall have successfully completed <b>three</b> eligible assignments <b>Eligible Assignment:</b> Successfully completed proposals on planning norms/laws and planning technique in the field of urban development for the State or Central Government Documents Required: Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments	We request you to consider a combination of number of projects and project cost, as the Prequalification Criteria for Technical Capability/ Experience. We suggest the following change in 'Eligible Assignment' criterion: "The Agency shall have successfully completed three eligible assignments with minimum project cost of Rs 1 Crore" We request to consider related only work orders as evidence of such assignments	No Change
13.	21/5/2(2)	Scoring for Bidder's Turnover: 1 Crore - 1 Mark >1 and <= 5 Crore - 2 Marks >5 Crore - 5 Marks	We request to revise the scoring pattern in line with the suggested Prequalification Criteria for Turnover.	No Change
14.	21/5.2(3)	Supporting Document: Related work orders with Completion/ Performance fulfilment certificate from client/ payment advice as evidence of such assignments	We request to consider only related work orders as evidence of such assignments	No Change
15.	30 & 31/9.1 & 9.2	If there is a delay in achieving milestones or submission of deliverables, penalty to	We request you to remove the penalty clause or at max. cap it to 10%.	No Change

		<p>Consultancy Firm may be imposed as follows:</p> <ul style="list-style-type: none"> <li>□ 0.5% of the payment cost for respective Deliverable(s)/Milestone(s) for the delay per week or part thereof for the delay Request for Proposal for Appointment of Consultant To Suggest Government Process Reengineering (GPR) in The Directorate of Town &amp; Country Planning, M. P. for Providing Effective Citizen Centric Services</li> <li>□ The penalties shall be capped to 10% of the value for the respective Phase. Penalties above 10% of the Total Contract Value may lead to cancellation of the contract and forfeiture of Performance Bank Guarantee of the bidder.</li> </ul>		
16.	9/Fact sheet 1	Performance Guarantee validity period - 3 Months beyond the contract period	We request to reduce the performance guarantee validity period from 3 months to 1 month.	No Change
17.	15/4.6.3	The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including	We request a clarification on when will the performance security be returned and within how many days.	After 3 months of successfully completion of Project

		any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.		
18.	34/15.4(a) & 15.12	Recovery of liquidated damages or penalties shall be made ordinarily from bills.	The Liquidated damages clause should trigger only if the delay is determined to be on account of reasons solely attributable to the bidder. We request to incorporate the following clause: “the Liquidated damages will be applicable only if delay is solely attributable to the Consultant”.	As per Revised Para 15.4/Page 34 “the Liquidated damages will be applicable only if delay is solely attributable to the Consultant.”
19.	35/15.4(b)	The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Purchaser	Request to delete this clause	No Change

20.	35/15.6	The copyright in all materials containing data and information furnished to the Purchaser by the selected agency herein shall remain vested with the Purchaser, or, if they are furnished to the Purchaser directly or through the selected agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.	We clarify that the pre-existing IPR of Deloitte will still be with Deloitte.	IPR of outcome of product and study will remain with client.
21.	34/15/7	The RFP contains information proprietary to Purchaser. Purchaser requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of Purchaser. Purchaser will not return the bids/responses to the RFP received.	We propose the following clause to be added: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year	No Change
22.	35/15.11 ©	Limitation of Liability – the maximum aggregate liability of bidder shall not exceed the annual bill value or average	We request deletion of the clause	No Change

		annual bill value in case of one year is not completed,		
23.		Gross negligence or wilful misconduct....	We propose that the term “gross negligence” be defined as follows. For the purposes of this contract, “gross negligence” means the Consultant’s conduct of so high a degree as to amount to a willful and consciously reckless disregard of agreed professional duty”.	No Change
24.	36/15.15.1	Termination for Default	We suggest that in case of termination, consultant should to be paid for services rendered upto the effective date of termination.	No Change
25.	37/15.17	Representations and warranties of the Consultant Firm/Agency	We request deletion of the entire clause	No Change



## 8. Deliverables & Timelines

The Agency shall submit monthly progress report(s). In addition, the Agency shall deliver other outputs and deliverables as agreed with the Authority from time-to-time. An indicative list of outputs is as follows :-

S.No.	Deliverable	Description	Timeline
1.	Start up Meeting	Undertake start up meeting with Director Town & Country Planning	T + 1 week
2.	Inception	Finalization of methodology and work plan with Director Town & Country Planning (DTCP)	T + 6 weeks
3.	Review of prevalent act/rules and presentation of Case Study	Review of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973/rules made there under & present proposal before DTCP for joint discussion. Study of best practices of 4 major states who are doing excellent work for regional development and Zonal plan preparation and implementation mechanism, model building byelaws, URDPFI guidelines and Service Delivery mechanism & Present proposal before DTCP for joint discussion.	T + 8 weeks
4.	Consultation	Consultation workshop with all stakeholders of the state for inviting suggestions for understanding the amendments needed by various stakeholders.	T + 10 weeks
5.	Draft	Submission of key observation, principal recommendation and Draft proposal identified in joint meeting.	T + 24 weeks
6.	State level Workshop	State level workshop to deliberate the Ist Draft Report	T + 28 weeks
7.	Detail Recommendations	Preparing and finalization of detail recommendations based on the set of Principal recommendations and draft proposal identified in joint meeting	T + 32 weeks
8.	Final Report	Submission of the final recommendation for Government Process Reengineering (GPR) in the Directorate of Town & Country Planning incorporation of new provisions along with restricting of the department/human resource based on the set of detail recommendations and draft proposal identified in joint meeting.	T + 40 weeks

Note : Logistics for the workshop will be provided by the SITOP

## 11. Payment Schedules

S. No.	Deliverable	Description	Timeline	Payment Terms
1	Start up Meeting	Undertake start up meeting with Director Town & Country Planning.	T+1 week	0
2	Inception	Finalization of methodology and work plan	T+6 week	5%
3	Review of prevalent act/rules and Presentation of Case Study	Review of Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam 1973/rules made there under. Study of best practices of 4 major states who are doing excellent work for regional, development and Zonal plan preparation and implementation mechanism, model building byelaws, URDPFI guidelines and Service Delivery mechanism.	T + 8weeks	10%
4	Consultation	Consultation workshop with all stakeholders of the state for inviting suggestions for understanding the amendments needed by various stakeholders	T + 10 weeks	10%
5	Draft	Submission of key observation, principal recommendation and Draft proposal.	T + 24 weeks	35%
6	State level Workshop	State level workshop to deliberate the 1 <sup>st</sup> Draft report	T + 28 weeks	10%
7	Detail Recommendations.	Preparing and finalization of detail recommendations.	T + 32 weeks	10%
8	Final report	Submission of the final recommendation for Government Process Reengineering (GPR) in The Directorate of Town & Country Planning incorporation of new provisions along with restructuring of the department/human resource.	T + 40 weeks	20%

Note:

1. **Logistics for the workshop will be provided by the SITOP.**
2. The payment shall be made based on successful completion and submission of the deliverables, meeting the deliverables as per requirements and issue of acceptance certification(s) and after receiving the invoice within 15 days. The taxes would be paid at the prevalent rates.
3. Team members cannot be changed during the period of contract without prior approval of the purchaser, otherwise 1.0 % of the payment cost shall be levied.

#### **15.4 Recoveries from empanelled agency**

- (a) As per Revised Para15.4" the liquidated damages will be applicable only if delay is solely attributable to the Consultant."

