

Reply to Querries -Preparation of Report on Medium and Large Scale industries in Kerala

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1	3		Objectives	Which format the collected data will be stored. If it is in the online format, whether the scope of this tender includes creation of online database too?	The data shall be provided as hardcopy and soft copy. The monthly updation will be as per template, both hard and soft copies.
2	4		Objective	Develop a framework for identifying a new entrants in each sector.	
3				What you mean by "new entrants" – new companies registered in this segment?New Projects being set up by the existing / new companies in this sector?	Yes. Both new projects of existing companies as well as new companies.
4	4	2	Prepare a potential industrial survey for each district of the State	We wish to confirm that potential industrial survey implies the suitable industries that can be set up in the district based on available resources, demand, manpower availability, saturation of existing industries in the sector etc.	We agree
5	4	2	Prepare a sector-wise, district-wise,size-wise report on the major existing Medium and Large Scale Industriesin the State of Kerala.Develop a framework for identifying new entrants in each Sector.	We understand since Kerala has 14 revenue districts, report would be based on 14 districts. However,please advise how many sectors are expected to be covered in the study and report. - Can we stick to 10 highest impact sectors (given as core competent sectors in clause 5) or we need to pick all sectors. Studying all sectors may loose focus.	The whole universe consisting of enterprises with cost of project Rs. 3 crs and above should be considered and no representative sample method to be followed.
6	5	4	Financial eligibility criteria	Since our annual audit process is still in progress, audited financial statements for the year ending 31st March 2017 are not available. We request you to kindly accept financial statements for the last three years ending on 31st March 2016	Unaudited provisional statements of accounts for the year ended 31st March 2017 would suffice
7	5	4	The consultants/ Firms/ individuals should not have incurred losses during the past three financial years, ending 31st March, 2017	We request you to kindly omit this requirement or accept a profit either before or after tax on the profit and Loss Statements.	Profit either before or after tax on the profit and Loss Statements is acceptable.
8	4		Financial	Eligibility Criteria - Can a company, competent enough to carry out this kind of research but with less than Rs.10 crore annual turnover bid for this tender.	No.

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9	4	4	<p>The average annual turnover (relating to Indian operations of the Consultants/Firms/ Individuals during the past three financial years ending 31st March 2017 should be a minimum of Rs. 10 Crore towards consultancy fees. The Consultants/Firms /Individuals should be financially sound to take up large value projects, with proven track record, and should have positive net worth as on 31st March 2017; The Consultants/ Firms /Individuals should not have incurred losses during the past three financial years, ending 31st March 2017.</p>	<p>Our accounts end on 30 June and hence, request you to allow us to give financials for July-June and as on 30 June (not 31 March).</p>	<p>We agree</p>
10	5	5		<p>To elaborate the Scope of work - Develop a framework to select the established Medium and Large Scale Industries”</p>	<p>To maintain a data bank and to provide comprehensive information on established medium and large scale industries, sector wise per district to the Government and other Statutory bodies.</p>
11	5	5	<p>Create a Report detailing the Investments, Profitability, Employment Potential by the established Medium and Large Scale Industries per Sector. The Report should ideally have the Investment, Turnover, Profit, Employment, etc., for the last two three years and a projected analysis of the Industry for the near future.</p>	<p>From our experience we understand private sector would not share profitability and turnover details without Government intervention. Would platforms at KSIDC help the consultants get this data from private sector? Also will data be made available through other state depts. like labour or central agencies like MCA, CBDT etc? <input type="checkbox"/> For projections for companies, we would need sectoral projections too; hence, please add in scope</p>	<p>The Consultants may undertake field visits and make use of District Industries Centre and agencies like Chamber of Commerce, CII, Associations of particular manufacturing Industries etc for undertaking an exhaustive survey.</p>

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12	6	5	Provide updated monthly Reports on a common template about the Medium and Large Scale Industries in each Sector during the period of assignment.	Is there an IT platform where data could be fed and updated monthly; is IT web enabled (allowing industry to directly update)	It is for the consultant to work out.
13	5 & 6		“2 months for collecting the data and presenting the draft Report, further 1 month for submitting the final Report”	We understand that collection of data/ submitting the draft report within two months and submitting the final report from DOA may be very ambitious. We request you to kindly provide more details on the expectation from the draft report and final report.	The report should be comprehensive and should contain details of all units in the sector. The time frame for collecting the data and presenting the draft Report and submitting the final Report cannot be altered.
14	6	6	Report outlining specific Sectors with details of Medium and Large Scale Industries and their operations with projections.	☐ As stated above please confirm the sectors/ number of sectors	We expect the consultant to look into all the sectors and put up a comprehensive draft report.
15	6	7	Submission of Draft report – 2 months; Submission of Final Report – 3 months Submission of updated report – Each month of the remaining 9 months	To collect data and prepare draft report at least 3 months would be required, as the data has to be sourced for 14 districts and multi sectors. Post feedback on draft report, one month would be essential to finalise the report. ☐ Thus, monthly submission of updated report would be for a period of 8 months ☐ Request you to please relook into the timelines of the deliverables.	The time frame for collecting the data and presenting the draft Report and submitting the final Report cannot be altered.
16	7	8	Note: - The above payment includes all out-of-pocket expenses, travelling & conveyance, personal expenses, etc.	Please clarify how the expenses for any project related travel by the consultant would be reimbursed. Will they be provided on actuals after approval from KSIDC or would KSIDC arrange for the logistics, lodging etc.?It is suggested that Out of pocket expenses (OPE) shall be in addition to the professional charges and shall be payable by the client on producing expense proofs. OPE includes costs related to domestic travel (for road shows or any other project related travel) shall be paid by the KSIDC. Govt. of Kerala. Thus, consultant will be entitled to payment of ‘lump sum remuneration’ plus ‘out of pocket expenses’.	The fee quoted shall be inclusive of all travel and boarding expenses of the Bidders staffs, duties and levies etc.

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17	8	10	Last date for submission of technical and financial bids	We request you to kindly extend the last date for submission to 11th August 2017	The event schedule had been modified as under: Last date for submission of technical and financial bids 14..08..2017 Evaluation of Technical Bids & Short listing 17..08..2017 Presentations for technical evaluation of the bids 24..08..2017 Opening of financial bids 29..08..2017
18	9	11	Experience and qualification of proposed team	Please clarify the expectation of experience and qualification of the project team. It is suggested to kindly mention the requirements in order to ensure scoring maximum marks. Also, please advise on the number of resources expected to work on this engagement. Fixing a number would ensure uniformity in the team structure proposed by the bidders and the costing as well. It is suggested to have at least 5 full-time consultants and 1 project director leading the engagement.	It is for the consultant to consider and finalise the team structure.
19	9	12	Experience of similar nature (similar projects) - 25 Marks	We request you to kindly accept ongoing projects for the scoring criteria since the technical pre-qualification/eligibility criteria already has a mandatory requirement for completed projects.	We agree
20	9	12	Credential of undertaking work on similar-sized development globally or within the country - 20 marks	Since our engagements are with Central/State Governments and Agencies, we only receive a certificate of completion of work. We do not obtain credentials certifying us as an agency qualified to carry out these works. Hence we request you to kindly omit this criteria and transfer the weightage of 20 marks to "Experience of similar nature (similar projects)".	Certificate of completion of work would suffice. The weightage for undertaking work on ongoing projects, where credentials furnished would be copies of documents such as work orders, agreements etc. has been determined as 20 and for experience of completed projects of similar nature 25.
21	9	12	Association with international agencies on similar engagements	We have done similar engagements with Indian agencies like CII and FICCI which have international presence. Please confirm if these engagements shall qualify under this criteria.	We agree

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22	10	13	Total Composite Score = 0.70 x Technical Score (ST) + 0.30 x Financial Score (SF)	The current ratio of 70:30 can result into a technically superior bidder not selected to execute this critical assignment. Most of the consultancy tenders these days across the Central as well as state Governments adopt 80:20 criteria. o RFP from UP Govt. for "Selection of Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh" o RFP from Uttarakhand Govt. "Preparation of Vision Document & Policy Road Map for Incorporation of SDGs" o RFP from West Bengal Govt. "Preparation of Vision, Mission Strategy and Long and Short Term Perspective Plans for the state of West Bengal"	Any deviation in the current clause cannot be entertained.
23	11	15	Date of commencement of operation in India with supporting documents.	We request your clarification on the "supporting documents" to be enclosed. We suggest you to consider Certificate of Incorporation of the Company in this regard.	We agree
24	11	15	Details of assignments undertaken to substantiate the eligibility criteria with scope of work, duration of assignment, present status of the project containing copies of documents such as work orders, completion certificates and agreements.	We request your clarification on the "supporting documents" to be enclosed. We suggest you to consider copies of documents such as work orders, completion certificates and agreements in this regard.	We agree
25	18		Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your Notification of award, shall constitute a binding Contract between us	We request you to kindly share a sample copy of the contract document, to enable us to take necessary internal approvals for submitting a technically competitive bid.	Sample copy of the contract document cannot be made available.

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26			Limitation of Liability	We would like to request you to add the following clause as part of the agreement: "Client (and any others for whom Services are provided) may not recover from EY, 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. Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, 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."	Any deviation in the current clause cannot be entertained.
27			Termination	We would like to request you to add the following clause as part of the agreement: "Either Party may terminate this Agreement by serving 15 days prior written notice to the other party. Upon termination EY shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination."	Any deviation in the current clause cannot be entertained.
28	12	16		Request to add the following clause: "The Consultant shall not be liable for 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 Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Also, the Consultant shall not be liable for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement."	Any deviation in the current clause cannot be entertained.

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29				We would like to request you to add the following clause as part of the agreement: "Either Party may terminate this Agreement by serving 15 days prior written notice to the other party. Upon termination EY shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination."	Any deviation in the current clause cannot be entertained.
30			Background of the project: KSIDC proposes to create a Data Bank on Medium and Large Scale Industries in the various Districts of the State detailing the Products & Services, Total Investment and Investment in Plant & Machinery Items, Raw Materials, Turnover, Profitability, Employment and Status.	Request to clarify whether only the aspects mentioned in the ToR need to be covered in the Databank on Medium and Large Scale Industries	This is not an exhaustive list. The Consultant may provide additional data with regard to the Enterprises, if found desirable.
31			Technical: • Should have done similar work (preparation of Reports/ Roadmaps/ Surveys/ updation of status in each sector) in the past five years;	Kindly the revise as per the following: Should have done similar work (preparation of Reports/ Roadmaps/ Surveys/ updation of status in each sector) in the past ten years;	• Any deviation in the current clause cannot be entertained.
32			Award criteria: The weightage for Technical and Financial Scores are: Technical Weightage : 0.70 Financial Weightage : 0.30	Request to revise the weightage as per the following: Technical Weightage : 0.80 Financial Weightage : 0.20	Any deviation in the current clause cannot be entertained.

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33			Technical Evaluation:	Experience of similar nature (similar Projects)' and 'Credential of undertaking work on similar sized development globally or within the country' are of similar nature. Request to combine both of these aspects. Association with international organisations on similar engagements: As this might not be applicable on firms with international presence which can deliver similar projects single handedly, request to kindly omit this criteria from the Technical Evaluation. Considering the above aspects, request to revise the Technical Evaluation Criteria.	The weightage for undertaking work on ongoing projects, where credentials furnished would be copies of documents such as work orders, agreements etc. has been determined as 20 and for experience of completed projects of similar nature 25. No further deviations can be permitted.
34			Liquidated Damages: The Bidder selected for the work shall be liable to pay liquidated damages to KSIDC for delays in submission of the draft report/ final report in the following pattern: <ul style="list-style-type: none"> • 2% of the agreed Consultancy Fee, per delay by one week • Total liquidated damages shall be limited to 10% of the Consultancy Fee agreed. 	The submission of draft / final report is dependent on many factors which also includes the receipts of comments on the reports from the client. Hence request to omit this clause from the ToR OR include only delays in submission of draft/final report caused due to the Consultant.	Any deviation in the current clause cannot be entertained.
35				Will KSIDC share any old database / directory of existing companies in this segment or the entire database is to be created from scratch?	No.
36				What could be the frequency of meeting between KSIDC and the selected service provider during the year?	It will be mutually agreed upon based on discussion.