

**Minutes of the Pre-Proposal Conference for
"Hiring of Consulting Services for:-"Revival of Assam State Agricultural Marketing Board under
APART" dated 14th March, 2023 at 11:00 AM in the PCU of ARIAS Society, Khanapara- 22,**

Ref. RFP No: ARIAS-13012/1/2023-APART-ARIAS, Dated Guwahati the 1st March, 2023

The following officials of ARIAS Society and representatives of the consultancy firms were present in the pre-proposal conference meeting:

Officials of the ARIAS Society:

1. Sri. Md. Bulbul Hussain, Joint CEO (Tech), ASAMB
2. Smti. Nibha Kumari, AMS, ASAMB
3. Sri. Priti Ranjan Dash, PCMS, ARIAS Society
4. Sri. Baljeet Singh, MAOS, ARIAS Society
5. Sri. Prasenjit Chaliha, PME, ARIAS Society

Representative of the Firms:

1. Dr. Tulika Devi, NEDFi
2. Sri. Samudra Mukherji, Deloitte
3. Sri Gokul S, PwC

Attendance sheet of the meeting is enclosed at **Annex-1**. The attendance sheet also consists name of participants virtually online.

1. The Joint CEO (Tech), ASAMB welcomed all the participants present in the pre-proposal conference.
2. During the meeting, the ARIAS Society officials clarified the queries of the representatives of the firms who attended the meeting, subject to the approved minutes of pre-proposal conference to be formally issued. The queries received through email till the date of finalization of the pre-bid minutes were also clarified. The queries raised and the clarifications provided (including the clarifications received through email) are enclosed at **Annex-2**.

Minutes Reviewed by



(Baljeet Singh),
Market Analyst cum Operation Specialist,
ARIAS Society

Minutes Signed,



(Priti Ranjan Dash)
Procurement and Contract Management Specialist,
ARIAS Society

Dated Guwahati the 28th March, 2023

Copy by email to:

1. Service Provider Agency: (a) NEDFi: advisory@nedfi.com; (b) DELOITTE: smukherji@deloitte.com; rlahiri@deloitte.com (c) PwC: gokul.gs@pwc.com; (d) BDO: SatyamModa@bdo.in; SoumyakBiswas@bdo.in; AshishJha@bdo.in (e) Cushman & Wakefield : Lakshmiipathi.Gonuguntla@cushwake.com; Kishore.Gurumukhi@cushwake.com; Sunaina.Bhargava@cushwake.com; AindrilaBasu.Roy@cushwake.com; (f) EY: Bhavitha.Vigrahala@in.ey.com; satyam.sundaram@in.ey.com; Vaibhav.Prakash@in.ey.com; Ranjan.Sinha@in.ey.com;
2. The responses to the queries will be uploaded on official website. (www.arias.in)
3. Internal: All concerned officials of the ARIAS Society present in the meeting/ MIS Section for uploading in website.

Annex- 2

Queries and Responses on the RFP No: ARIAS-13012/1/2023-APART-ARIAS, Dated Guwahati the 1st March, 2023 Hiring of Consulting Services for Revival of Assam State Agricultural Marketing Board under APART

#	REFERENCE	EXISTING CLAUSE	CLARIFICATION/QUARIES	REPLY
1	10.1, Page no. 15	(1) Power of Attorney to sign the Proposal	We request that board resolution empowering the authorized signatory be allowed as well please.	The board resolution is accepted.
2	14.1.2 Page no. 16	The total estimated time input of the Key Experts' would be for a period 11 months	The completion of assignment is dependent on factors like stakeholder interactions which are not always within the control of the consultants. In such circumstances (which are beyond the control of the consultants) we would request the client to grant an extension on paid basis as per the additional man months deployed.	No change to the existing clause.
3	17.4 Page no.16	The Consultant must submit: (a) Technical Proposal: one (1) original and 2 copies; and soft copy in a Pen drive.	We request that we be given the option to submit soft copy of the proposal to a designated email ID rather than via pen drive. Due to cybersecurity concerns and firm policy, the universal serial bus (USB) ports in our official laptops are disabled	No change to the existing clause.
4	21.1 Part A. 2 Page no. 17	Completion or acceptance certificate(s), including experience, if any, of having worked in similar assignment.	As assignments may be long term in nature, we request that contract documents / work orders be allowed to be submitted and such assignments be considered.	For ongoing assignments, contract agreement including scope of work must be enclosed along with the proposal.
5	TECH 6 Page no. 28	CVs not signed by the Respective Experts and by the Authorized Representative of the Consultant (the same person who signs the Technical Proposal) may not be considered for technical evaluation and marking	As respective experts may be travelling, we request that signature of the authorized signatory be considered sufficient please.	No change to the existing clause.
6	16 a Page no. 40	Personal/direct interaction with all stakeholders (including the farmers & traders of agri markets of the state) either directly or indirectly associated with agri-marketing activities.	We request the client to facilitate such interactions through introductory letters.	ASAMB/ARIAS Society will arrange letters as requested for necessary interactions with stakeholders.
7	16 d Page no. 40	Site/field verification to assess the existing assets of ASAMB and their operation, maintenance and usefulness for future expansion of activities.	We understand that our study will not constitute an audit. Please confirm.	No audit of existing assets is required. However, site verification & resulting report of the same is required as a part of the assignment
8	17, Page no. 40	Deliverable milestones & payment % • Inception report 10 • Mid-term progress report 20 • Draft report 30 • Final report 40	We request the following revised payment milestones. • Inception report 20% • Mid-term progress report 30% • Draft report 30% • Final report 20%	No change to the existing clause.

#	REFERENCE	EXISTING CLAUSE	CLARIFICATION/QUARIES	REPLY
9	K1, Page no. 41	Team Leader cum Agri Marketing Specialist Post-Graduate/MBA in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field from any recognized University/ approved Institution.	We understand that related fields will include masters in business administration / post graduate diploma in management, masters in social sciences including economics etc. This will help widen the pool of prospective candidates.	No change to the existing clause.
10	K2, Page no. 41	Agri Business Specialist (ABS) Post-Graduate/MBA in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field from any recognized University/ approved Institutions.	We understand that related fields will include masters in business administration / post graduate diploma in management, masters in social sciences including economics etc. This will help widen the pool of prospective candidates.	No change to the existing clause.
11	K3, Page no. 41	Agricultural Regulations and Policy Expert Masters degree/ Post Graduate Diploma of minimum two years duration Agriculture/ Agribusiness or a closely related field	We understand that related fields will include masters in business administration / post graduate diploma in management, masters in social sciences including economics etc. This will help widen the pool of prospective candidates.	No change to the existing clause.
12	N1, Page no. 42	Agriculture Trading Expert Masters degree/ Post Graduate Diploma of minimum two years duration Agriculture/ Agribusiness or a closely related field	We understand that related fields will include masters in business administration / post graduate diploma in management, masters in social sciences including economics etc. This will help widen the pool of prospective candidates.	No change to the existing clause.
13	6, Page no. 46	6. Inspections and Auditing	We request audit of our premises be waived as we retain sensitive client data.	No change to the existing clause.
14	NA	Limitation of liability	We request that the consultant's liability be capped at one time the contract value. We also request : "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 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 Contract shall be governed by the laws of India.

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			the services provided pursuant to this Contract.”																									
15	15 h Page no. 39	Documenting other possible support which can be provided by ASAMB to farmers and other value chain players in better and efficient marketing of agricultural produce and inputs, e.g. in terms of training, capacity building, dissemination of market information and intelligence, facilitating e-trading through digital/electronic platforms, postharvest management to minimise losses, quality preservation and value addition, branding etc	We understand that ASAMB will govern and operate as per its foundational mandate based on its Vision & Mission. We request please additional clarity on the objective of the study especially additional roles such as Post Harvest Management based on the capacity of the existing staff or if a significant overhauling of the structure is to be studied as the activities mentioned in the corresponding clause are broad based and inclusive of multiple aspects.	Any activities covered in the broader ambit of” “To provide for better regulation of buying and selling of Agriculture produce and the establishment of market for agricultural produce in the State of Assam and for matters connected therewith” subject to adding to profitability of ASAMB & having favorable cost to benefit ratio etc.																								
16		Key professionals whose cv will be evaluated	Given the nature of the engagement, expertise in business planning (activities such as design / review of strategic plans, evaluation of documents, financial modelling / analysis etc.) will be essential for the engagement. As such we would propose considering an additional expert with at least 10 years’ experience in business and strategy planning engagement.	No change to the existing clause. The consultant may add additional manpower depending on the proposed technical approach and methodology.																								
17		Key professionals whose cv will be evaluated: K1 – Team Leader Position Qualification: Post-Graduate/MBA in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field from any recognized University/ approved Institution.	For the qualification clause of Team Leader, we would request to kindly consider MBA in any field where the expert has 10 years of experience in agriculture projects. This will allow for wider participation and inclusion of many experienced personnel who have worked extensively in agriculture.	No change to the existing clause.																								
18		Deliverable milestones & payment etc. <table><tr><td>Particulars</td><td>Due period from contract signing date</td><td>Payment %</td></tr><tr><td>Inception report</td><td>Within 15 days</td><td>10</td></tr><tr><td>Mid-term progress report</td><td>Within 100 days</td><td>20</td></tr><tr><td>Draft report</td><td>Within 150 days</td><td>30</td></tr><tr><td>Final report</td><td>Within 180 days</td><td>40</td></tr></table>	Particulars	Due period from contract signing date	Payment %	Inception report	Within 15 days	10	Mid-term progress report	Within 100 days	20	Draft report	Within 150 days	30	Final report	Within 180 days	40	Currently the payment terms are extremely back ended with almost 70% dependent on the final deliverable. Given significant manpower costs and expenses involved in the initial months, we would request to kindly consider increasing the % payment for inception report milestone. An indicative break-up has been shown below: <table><tr><td>Particulars</td><td>Due period from contract signing date</td><td>Paym %</td></tr><tr><td>Inception report</td><td>Within 15 days</td><td>20</td></tr><tr><td>Mid-term progress</td><td>Within 100 days</td><td>20</td></tr></table>	Particulars	Due period from contract signing date	Paym %	Inception report	Within 15 days	20	Mid-term progress	Within 100 days	20	No change to the existing clause.
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			report			
			Draft report	Within 150 days	30	
			Final report	Within 180 days	30	
19		Scope of the assignment and the tasks to be carried out by the consultancy firm, point 15 (c): Undertake a critical assessment of the present model of functioning of the similar but reasonably successful organizations and indicate ways and means of replicating relevant ones from these models in the organization, structure and functioning of ASAMB and making it a financially sound self-sustaining institution	Request to kindly clarify number of organizations for which we need to do this assessment for and also in case there are any tentative organizations client has in mind would request to specify.			Minimum four organizations with a reasonably fair representation geographical from across India. <i>Corrigendum will be issued accordingly.</i>
20		Section 2, Data Sheet, Point 17.4: Technical Proposal: one (1) original and 2 copies; and soft copy in a Pen drive.	We would request to consider submission of technical proposal via email in encrypted format instead of only allowing for pen drive-based submission			No change to the existing clause.
21		Section 2, Data Sheet, Point 21.1: Part A: Mandatory criteria: Completion or acceptance certificate(s), including experience, if any, of having worked in similar assignment	We would request to also consider work order / engagement letters / self-certification as in many cases clients do not issue completion certificates.			For ongoing assignments, contract agreement with scope of work must be enclosed along with the proposal. (Ongoing assignment with detailed scope of work will only be considered for the Part A: Mandatory Criteria. For Part B: Evaluation Criteria, only completed assignment will be considered.
22		Contract for consulting services: Point 6 - Inspection and Auditing	As our premises and systems have data pertaining to multiple clients which are confidential in nature, we would request to consider removal of the clause.			No change to the existing clause.
23		Other	Request to clarify if the consultant needs to be based out of Client office throughout the project tenure or only during assessment of organization, interaction with stakeholders and other key activities. Please specify if the client will provide office space to the consultant.			It is not mandatory for the consultants to be based out of client office. However, the consultant needs to consider that the assignment requires frequent consultation with ASAMB including its district offices (Market Committees) for carrying out the assignment. Hence, physical travel to districts will also be required. The office space will not be provided by ASAMB or APART. The consultant may budget in the financial proposal, if required.
24	Section 2. Instructions to	Part A: Mandatory Criteria: Details of at least 3 similar assignments related to revival study of organization in the last 5 Years	To Encourage a greater number of firms participation, we request the client to allow last 10 years assignments related to industrial Parks			No change to the existing clause.

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	Consultants E. Data Sheet, page no.17	(2016-17, 2017-18, 2018-19, 2019-20, 2020-21)	/ SEZs / Special Investment Regions / Markey Yard Related Studies etc.	
25	Section 2. Instructions to Consultants E. Data Sheet, page no.16	Sr.No. 17.7 and 17.9 - The Proposals must be submitted no later than: Date: 3rd April 2023; Time: 2.00 PM (IST).	To prepare good competitive bids, we request the client give a timeframe of at-least 3 weeks for a bid submission since from the date of release of pre-bid clarifications.	The last date for submission of proposals has been extended to 24 th April 2023. <i>Corrigendum will be issued accordingly.</i>
26	Key Professionals Whose CV Will Be Evaluated:, Page no. 41 and 42	The selected Firm/Organization will be required to deploy specialized and expert resources for successful and timely completion of the assignment. Particulars along with brief role of key experts whose CVs will be evaluated are given in the table below: 1. Team Leader cum Agri-Marketing Specialist 2. Agri Business Specialist (ABS) 3. Agricultural Regulations and Policy Expert 4. Agriculture Trading Expert	We presume that the expert need not to deploy at client office and can work on assignment from their respective offices and attend the client presentations /stakeholder meeting as on when required - please clarify.	It is not mandatory for the consultants to be based out of client office. However, the consultant needs to consider that the assignment requires frequent consultation with ASAMB including its district offices (Market Committees) for carrying out the assignment. Hence, physical travel to districts will also be required. No office space will be provided by ASAMB or APART. The consultant may budget in the financial proposal, if required.
27	Key Professionals Whose CV Will Be Evaluated:, Page no. 41 and 42	Qualification and experience: 1. Team Leader cum Agri-Marketing Specialist 2. Agri Business Specialist (ABS) 3. Agricultural Regulations and Policy Expert 4. Agriculture Trading Expert	An addition to Post-Graduate/MBA in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field, we request the client to allow Post Graduate Diploma in Management (2 years program) / MBA with requisite experience in market study and demand assessment, policies, logistics & supply chain management etc.	No change to the existing clause.
28	Key Professionals Whose CV Will Be Evaluated:, Page no. 41 and 42	Qualification and experience: 1. Team Leader cum Agri-Marketing Specialist 2. Agri Business Specialist (ABS) 3. Agricultural Regulations and Policy Expert 4. Agriculture Trading Expert	We presume that the experts can't be on payroll of the firm and can take freelance consultant also for proposed assignment.	Yes, The consultants are allowed to hire freelancers for the stated assignment.
29	Page 16	17.7 and 17.9 The Proposals must be submitted no later than: Date: 3 April 2023; Time: 2.00 PM (IST)	We request the authority to extend deadline for submission of proposal and provide at least 3 weeks from the pre-bid responses publish date, to allow us submit the quality proposal and Hard copy submission is involved.	The last date for submission of proposals has been extended to 24 th April 2023. <i>Corrigendum will be issued accordingly.</i>

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30	Page 15	10.2. Statement of Undertaking is required: Yes	We request you to please clarify regarding this statement of undertaking and kindly provide the format.	The consultant may use their own format.
31	Page 17	Details of at least 3 similar assignments related to revival study of organisation in the last 5 Years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) Documents required: Completion or acceptance certificate(s), including experience, if any, of having worked in similar assignment.	We request you to also consider our relevant experience in preparation of strategy/ roadmap for SAMBs in India related assignments in addition to revival study of any type of organizations in general, as currently it is not capturing the specific experience of the bidder in understanding intricacies of SAMBs or APMC functions/ acts related experience. We request the authority to accept work order or contract or Letter of award or CA certificate as supporting for the projects.	No change to the existing clause.
32	Page 17	(iii) Key Experts' qualifications and competence for the Assignment: [50] (consultants to refer Section 7 for details on competence required) {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant} 1) Position K-1: Team Leader cum Agri. Marketing Specialist (1): [20points] 2) Position K-2: Agri. Business Specialist (1): [15 points] 3) Position K-3: Agriculture Regulation and Policy Expert (1): [15points] Total points for criterion (iii) [50points]	We request you to please clarify if maximum marks are awarded based on absolute scoring (i.e., each CV will be evaluated independently based on qualifications) or relative scoring (CV across the firm will be compared and those with the highest qualifications will be given maximum marks and rest of the persons proportionately).	The CV's for each Key experts will be evaluated independently.
33	Page 17	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10].	Please clarify if there are any sub-criteria in terms of number of projects or quality, for award of the maximum marks	There are no sub-criteria for this evaluation criteria. More the number of relevant/ specific experience projects, more marks will be awarded to the consultant.
34	Page 23	1. List only previous similar assignments successfully completed.	We request you to please consider on- going projects in addition to completed projects.	No change to the existing clause.
35	Page 18	The weights given to the Technical (T) and Financial (P) Proposals are: T = 75% P = 25%	We request you to please revise this weightage to 80:20 to allow awarding to more technically qualified firm.	No change to the existing clause.
36	Page 27	"Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Assam.	Please clarify if "Home" can be considered as office in different location in India (other than Assam), in case experts' country of residence is India.	Yes. Home can be considered different locations in India.

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37	Page 28	Important Note: CVs not signed by the Respective Experts and by the Authorized Representative of the Consultant (the same person who signs the Technical Proposal) may not be considered for technical evaluation and marking.	Please confirm if it is sufficient to attach scanned picture of the signature of experts.	All CV's of key experts must be inked or digitally signed. No scan signature will be considered.
38	Page 41	The selected Firm/Organization will be required to deploy specialized and expert resources for successful and timely completion of the assignment.	We understand that the approximate duration of project is about 6 months as per DELIVERABLE MILESTONES & PAYMENT ETC., in page 40. The inputs required by each of the experts is about 3- 4 person months. Please confirm that experts are not required to be deployed at the client's location and shall be made available for all field visits, meetings etc., as and when required. Also, please confirm if experts who are associated with us but currently not on payroll can be proposed.	It is not mandatory for the consultants to be based out of client office. However, the consultant needs to consider that the assignment requires frequent consultation with ASAMB including its district offices (Market Committees) for carrying out the assignment. Hence, physical travel to districts will also be required. No office space will be provided by ASAMB or APART. The consultant may budget in the financial proposal, if required. Those experts who are associated with the consultants but are not currently on the payroll are allowed to be proposed for the assignment.
39	Page 42	Note: The consultancy firm/organization may deploy additional non-key resources, (if required) for successful completion of the assignment within the stipulated time.	Please clarify if additional Non key resources have to be proposed at proposal stage and we should also include their cost in the financial proposal.	Yes. The cost of additional Non key resources, if proposed in the technical proposal, may be included in the financial proposal.
40	Part A: Mandatory Criteria 17 of 48	Details of at least 3 similar assignments related to revival study of organization in the last 5 Years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21)	We request to clarify whether ongoing / awarded assignments in the last 5 Years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) can also qualify for the criterion. We request you to consider Work order / Lol / Award letter as required proof of experience of similar assignments. We understand that under similar assignments we may provide assignments including revival/restructuring activities, assignments carried out with state agriculture marketing boards / food processing departments/agro-industrial corporations/ food processing and APMC-related assignments.	For ongoing assignments or completed assignments, the work order/Contract document, completion certificates etc including scope of the work must be enclosed along with the proposal. <i>Relevant experience are projects related to revival study of organizations.</i>
41	Part B: Evaluation Criteria 17 of 48	Specific experience of the Consultant (as a firm) relevant to the Assignment	We understand that by 'relevant experience', projects related to revival/restructuring activities, assignments carried out with state agriculture marketing boards / food processing Departments / agro-industrial corporations/	<i>Relevant experience are projects related to revival study of organizations</i>

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			food processing and APMC-related assignments. We request you to kindly confirm or adequately clarify.	
42	Evaluation Criteria 17 of 48	Specific experience of the Consultant (as a firm) relevant to the Assignment:	We request ongoing/awarded as well as completed assignments to be considered as they fulfil criteria as per scope of work of this assignment.	Only completed projects will be considered for evaluation.
43	Form Tech 2B consultant's organization and experience 23 of 48	Point 1. List only previous similar assignments successfully completed	a. We understand that under similar assignments we may provide assignments including revival/restructuring activities, assignments carried out with state agriculture marketing boards / food processing departments/agro-industrial corporations/ food processing and APMC related assignments. b. Please confirm if project details are to be furnished ONLY in the given format on page 23, point 2. Since 15 pages are allocated to this segment, kindly confirm if each project is to be elaborated as per any format. If yes, kindly share the format.	<i>Relevant experience are projects related to revival study of organizations.</i> b) 15 pages are tentative which may vary with reasonable numbers.
44	Scope of the Assignment point 15 a. 38 of 48	Review the recommendations of earlier studies on wholesale agricultural markets and marketing as well as the ASAMB and prepare a strategy outline for wholesale agricultural market development in Assam. The results of this assessment would feed into the reorganizations recommendations for the Board from a strategic perspective.	Kindly suggest if similar assessment has been conducted with regards to ASAMB. If yes, kindly provide its details/copy of report.	No similar studies have been done in the past. However, report of related study will be shared with the selected Consultant. The report is also available at https://ccsniam.gov.in/images/pdfs/Assam Research report.pdf
45	Scope of the assignment Point 15 a. 39 of 48	Status of movable and immovable assets	We understand evaluation of assets is of essence in undertaking a study of this type. However, certain minor assets (furniture, machinery etc.) comes primarily under the purview of a chartered engineer. The expertise and certification required in this regard is different. We request if this particular point can be reworded to be more precise or omitted.	Para 15.b.iii of the ToR may be read as "Status of major movable and immovable assets (type, number, present usage, future requirement etc)"
46	Methodology 40 of 48	It may kindly be noted that all the surveys, respondent interviews, stakeholder discussions, data collection etc. are to be carried out by the Consultant through their own efforts.	The consultant will definitely conceive an approach to identify stakeholders, design survey tools and carry out an outreach exercise to carry out this study. However, considering the limited timeline, we request ASAMB/ARIAS Society's support in soliciting time from key stakeholders identified by the consultant wherever required.	All relevant and required letters will be provided by ASAMB and ARIAS Society.

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			Also, an authority letter from ARIAS Society will be helpful in smooth execution of stakeholder consultation process	
47	Methodology point 16. 40 of 48	Site/field verification to assess the existing assets of ASAMB and their operation, maintenance and usefulness for future expansion of activities	Kindly enumerate what all assets will be subject to this evaluation. We request to provide at least a tentative list in this regard.	Para 15.b.iii of the ToR may be read as "Status of major movable and immovable assets (type, number, present usage, future requirement etc)"
48	Key professionals whose CV will be evaluated 41 of 48	Team Leader cum Agri-Marketing Specialist - Post-Graduate/MBA in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field from any recognized University/ approved Institution.	We request to confirm if agriculture/rural marketing/rural development/rural management may be considered as 'closely related field'. Request to consider the same.	No change to the existing clause.
49	N-1 Agriculture Trading Expert 42 of 48 17 of 48	(iii) Key Experts' qualifications and competence for the Assignment	As per page 17, only K1, K2 and K3 positions are to be evaluated with a total of 50 marks. Please confirm whether: - CV of N-1 expert is to be provided or only name and designation will suffice - Will CV of N-1 expert be considered for any scoring. If yes, what will be its weightage.	The CV's of only Key Expert (K1, K2& K3) will be considered for evaluation, but the CV of Non Key expert must be provided along with the technical proposal.
50	N-1 agriculture trading expert 42 of 48	Masters degree/ Post Graduate Diploma of minimum two years duration Agriculture/ Agribusiness or a closely related field. The Expert should have a minimum of 7 (seven) years of experience in trading of agricultural commodities, including electronic trading, spot and futures trading, etc	Kindly confirm if rural marketing/rural management will qualify as 'closely related field'. Request to consider the same	No change to the existing clause.
51	Not provided	Budget for the proposed study	Kindly provide the approximate/maximum budget allocated to the study.	Refer to clause 14.1.2 of the RFP
52	Confidentiality 46 of 48	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client	1. Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg. if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request the client to consider including the following clause: "Confidential information does not include any	Exceptions as per Government of India laws are acceptable.

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			<p>information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p> <p>2. Client is also requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. We request the client to consider including the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p>	
53	Conflict of interest 6 of 48	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	No change to the existing clause.

#	REFERENCE	EXISTING CLAUSE	CLARIFICATION/QUARIES	REPLY
54	Not provided	sanctions by the Bank. Intellectual Property Rights (IPR)	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them.</p> <p>We request the client to consider including the following clause: "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p> <p>This is also the standard mentioned by MeitY in its guidelines.</p>	The consultant shall retain the ownership of all the pre-existing IPR.
55	46 of 48 Point 10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We request the client to	It's the obligation of the consultant to maintain appropriate insurance coverage.

#	REFERENCE	EXISTING CLAUSE	CLARIFICATION/QUARIES	REPLY
			confirm the sufficiency	
56	Not provided	Third party disclaimer	<p>There is no restriction on the usage of deliverables.</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	The Contract shall be governed by the laws of India.
57	Not provided	Acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. We request the client to consider including the following clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	No change to the existing clause.
58	46 of 48 Inspections and Auditing	The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For the avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.</p>	No change to the existing clause.

#	REFERENCE	EXISTING CLAUSE	CLARIFICATION/QUARIES	REPLY
		sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.	Please acknowledge that our audit related obligations will be subject to foregoing statement.	




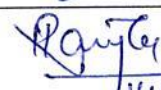
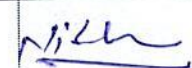



(Priti Ranjan Dash)
Procurement and Contract Management Specialist,
ARIAS Society

Attendance Sheet of the Pre-Proposal Conference

Hiring of Consulting Services for:- "Revival of Assam State Agricultural Marketing Board under APART"

Date: 14th March, 2023
Time: 11:00 AM

**Venue: PCU of ARIAS Society,
 Khanapara, Guwahati -22**

Sl.	Name of the Attendant	Organization name, Contact no & Email id	Signature
1	Mr. Bulbul Ansaam	Joint CEO (Tech.), ASAM	 14/03/23
2	Prof. Ranjan Dask	Pres. ARIAS	 14/03/23
3	Nisha Kumar	AMS, ASAMIS	
4	Baljeet Singh	MA, APART	
5	Dr. Tulika Devi	NEDFi, advisory@nedfi.com 9864261104.	
6	Prasenjit Chakraborty	PME, ARIAS Society	
7	Samudra Mukherji	Manager, Deloitte smukherji@deloitte.com	- present online -
8	Gokul S	Associate, PwC gokul.gs@pwc.com	- do -
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