

**Minutes of the Pre-Proposal Meeting for “ Assam Challenged Fund for Innovative Finance in Agriculture (ACFIFA) for supporting innovative approaches to deliver financial services at scale for value chains under Assam Agribusiness and Rural Transformation Project (APART)” on 16<sup>th</sup> March, 2020 at 11:30 AM in the PCU of ARIAS Society, Khanapara- 22, Guwahati.**

Ref. RFP No: ARIAS/APART/808/2019/53 Dated Guwahati the 2<sup>nd</sup> March, 2020

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

**Officials of the ARIAS Society:**

1. Sri P.R. Dash, Procurement & Contract Management Specialist
2. Sri Baljeet Singh, Market Analyst cum Operation Specialist
3. Sri Amarendra Deka, Asstt. Procurement Engineer cum Road Coordinator
4. Sri Nitin Singh, Financial Services Specialist
5. Sri A W Choudhury, Procurement Management Executive
6. Sri Prasenjit Chaliha, Procurement Management Executive
7. Sri Bonny Handique, Procurement Management Executive
8. Smti. Runa Handique, Procurement Management Executive

**Representative of the Firms:**

1. Sri Amit Verma, Ernst & Young
2. Sri N D Barman, KPMG
3. Sri Subir Singh, ICCSPL
4. Smti. Faiza Sultana, NEDFI
5. Smti. Popy Sonowal, NEDFI
6. Sri N. Bhattacharjee, PwC
7. Smti Ankita Kakati, IIE
8. Smti Sayanika Deka, IIE
9. Sri N Kashyap, IIE
10. Sri S Borthakur, Intellectap Advisory

Attendance sheet of the meeting is enclosed at **Annex-1**.

1. The Procurement & Contract Management Specialist welcomed all the participants present in the pre-bid meeting.
2. The Pre Bid Meeting started with a presentation by Sri. Nitin Singh (Financial Services Specialist) describing about the project, the sub-component on access to finance and scope of work of ACFIFA.
3. 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-bid meeting to be formally issued. The queries received through email till the date of finalization of the pre-proposal 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**

Sd/-  
**(Nitin Singh),**  
Financial Management Specialist

**Minutes Signed,**

Sd/-  
**(Priti Ranjan Dash)**  
Procurement and Contract Management Specialist,  
ARIAS Society

**Memo No: ARIAS/APART/808/2019/55**

**Dated Guwahati the 27<sup>th</sup> March, 2020**

Copy by email to:

1. Service Provider Agencies: (1) Ernst & Young; Email- [amit2.verma@in.ey.com](mailto:amit2.verma@in.ey.com) (2) KPMG; Email- [neelaybarman@kpmg.com](mailto:neelaybarman@kpmg.com) (3) ICCSPL; Email- [ssingha@iccspl.com](mailto:ssingha@iccspl.com) (4) NEDFI; Email- [fsultana@nedfi.com](mailto:fsultana@nedfi.com), [psonowal@nedfi.com](mailto:psonowal@nedfi.com); (5) PwC; Email- [nirvanjyoti.bhattacharjee@pwc.com](mailto:nirvanjyoti.bhattacharjee@pwc.com); (6) IIE; Email: [ankitakakati@yahoo.in](mailto:ankitakakati@yahoo.in), [chayanika0@gmail.com](mailto:chayanika0@gmail.com), [nil utpal6@yahoo.co.in](mailto:nil utpal6@yahoo.co.in); (7) Intellectap Advisory; Email: [shreejit.borthakur@intellectap.net](mailto:shreejit.borthakur@intellectap.net); (8) DELOITTE; Email: [smukherji@deloitte.com](mailto:smukherji@deloitte.com); (9) Technoserve; Email [aannapurna@tns.org](mailto:aannapurna@tns.org), [PGupta@tns.org](mailto:PGupta@tns.org) (10) [anands@sathguru.com](mailto:anands@sathguru.com) (11) [SauravKumar@bdo.in](mailto:SauravKumar@bdo.in) (12) BFA ; E-mail - [pkapoor@bfaglobal.com](mailto:pkapoor@bfaglobal.com) (13) Basix India; E-mail - [suneel.vemu@basixindia.com](mailto:suneel.vemu@basixindia.com)
2. 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 RFPNoARIAS/APART/808/2019/53for “ Assam Challenged Fund for Innovative Finance in Agriculture (ACFIFA) for supporting innovative approaches to deliver financial services at scale for value chains under Assam Agribusiness and Rural Transformation Project (APART)”**

| #  | REFERENCE  | EXISTING CLAUSE  | QUERIES   | RESPONSES  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
|--|--|--|---|--|--|------------------|---|-------------------|--|--|---|--|--|---|--|-------|--|------|---------------------------|--|---|--|
| 1  | Page number 22.<br>Instructions to Consultant s: Data Sheet                          | <p>Specific experience of the consultant</p> <table border="1"> <tr> <td>a) Assignments relating to executing projects on access to financial services in rural sector or value chain financing, or financial inclusion</td> <td>[6 points]</td> </tr> <tr> <td>b) Assignments relating to implementation of 'call for proposals' for grant / fund management at national or international level</td> <td>[4 points]</td> </tr> <tr> <td align="center" colspan="2"><b>Total points for criterion (i): [10]</b></td> </tr> </table>  | a) Assignments relating to executing projects on access to financial services in rural sector or value chain financing, or financial inclusion  | [6 points]   | b) Assignments relating to implementation of 'call for proposals' for grant / fund management at national or international level | [4 points]       | <b>Total points for criterion (i): [10]</b>   |                   | <p>We request the Authority to clarify on the scoring criteria for the same. We would like to understand if the bidders would be scored relatively based (pro rata basis) on the highest number of projects or if each individual project carries 1 mark and the total is capped at 6 marks.</p> | <p>The consultant with higher number of related assignments will have higher score</p> |   |  |  |   |  |       |  |      |                           |  |   |  |
| a) Assignments relating to executing projects on access to financial services in rural sector or value chain financing, or financial inclusion | [6 points]   |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| b) Assignments relating to implementation of 'call for proposals' for grant / fund management at national or international level               | [4 points]   |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| <b>Total points for criterion (i): [10]</b>  |  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 2  | Page number 22.<br>Instructions to Consultant s: Data Sheet                          | <p><b>(iii) Key Experts' qualifications and competence for the Assignment: [45]</b><br/>(consultants to refer Section 7 for details on competence required)<br/>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> <table border="1"> <tr> <td>1) Position K-1: Challenge fund Co-ordinator (1 No.)</td> <td>[15 points]</td> </tr> <tr> <td>2) Position K-2: Financial Service Expert (1 No.)</td> <td>[10 points]</td> </tr> <tr> <td>3) Position K-3: Communication Expert (1 No.)</td> <td>[10 points]</td> </tr> <tr> <td>4) Position K-4: Monitoring &amp; Evaluation Expert (1No.)</td> <td>[10 points]</td> </tr> <tr> <td align="center" colspan="2"><b>Total points for criterion (iii) [45 points]</b></td> </tr> </table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="1"> <tr> <td>1) General qualifications (general education, training, and experience):</td> <td>[15%]</td> </tr> <tr> <td>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):</td> <td>[80%]</td> </tr> <tr> <td>3) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.):</td> <td>[5%]</td> </tr> <tr> <td align="center" colspan="2"><b>Total weight: 100%</b></td> </tr> </table> | 1) Position K-1: Challenge fund Co-ordinator (1 No.)  | [15 points]  | 2) Position K-2: Financial Service Expert (1 No.)  | [10 points]      | 3) Position K-3: Communication Expert (1 No.) | [10 points]       | 4) Position K-4: Monitoring & Evaluation Expert (1No.)   | [10 points]  | <b>Total points for criterion (iii) [45 points]</b> |  | 1) General qualifications (general education, training, and experience): | [15%]   | 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): | [80%] | 3) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.): | [5%] | <b>Total weight: 100%</b> |  | <p>We would like the authority to clarify the following with respect to experts' qualifications and competence:</p> <ol style="list-style-type: none"> <li>1. We would like to understand if the experts would be scored relatively based (pro rata basis) on the highest number of projects or if each individual project carries a specific mark the total is capped at 80%. We request the authority to remove the relevant experience in the region.</li> <li>2. We would request the authority to clarify the difference between General qualifications and Adequacy for the assignment as the description and criteria for both are the same.</li> <li>3. We would request the authority to consider replacing "working level fluency in local language(s)/ knowledge of local culture" to "Number of assignments/ projects in Assam or at least one project completed in Assam over the last 5 years"</li> </ol> <p>The criteria for knowing the local languages would limit the number of experts that can be brought into the project and hence the change is requested.</p> | <ol style="list-style-type: none"> <li>1. Experts with higher no of related assignments will have higher score</li> <li>2. General qualification and adequacy of assignment is already defined in the same clause.</li> <li>3. There is no change to the clause, as mentioned in the RFP.</li> </ol> |
| 1) Position K-1: Challenge fund Co-ordinator (1 No.)   | [15 points]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 2) Position K-2: Financial Service Expert (1 No.)  | [10 points]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 3) Position K-3: Communication Expert (1 No.)  | [10 points]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 4) Position K-4: Monitoring & Evaluation Expert (1No.)   | [10 points]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| <b>Total points for criterion (iii) [45 points]</b>  |  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 1) General qualifications (general education, training, and experience):   | [15%]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):                                   | [80%]  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 3) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.):                           | [5%]   |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| <b>Total weight: 100%</b>  |  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 3  | Page 22; Submission, opening and evaluation  | Bid Submission Date  | <p>We request the Authority to keep the bid submission date at least three weeks after the issuance of response to this pre-bid query. This would provide us with sufficient time in ensuring that the bid is prepared to the highest standards based on the responses provided</p>   | <p><b>The Proposal submission date is extended till 27<sup>th</sup> April, 2020. Corrigendum is issued in this regard.</b></p>                                       |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 4  | Page 44; Section 7: Terms of Reference   | Market ACFIFA widely through multi-media channels and through key industry events to raise awareness and interest among potential applicants.  | <p>We would like to understand if the client will be responsible for providing connections with respect to newspaper agencies and if the cost will be borne by the client.</p>  | <p>The implementing agency is responsible for developing outreach strategy including marketing and communication and will be responsible for the associated cost</p> |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| 5  | Page 46; Details of activities, key milestones, schedule of deliverables and payment | Payment schedule   | <p>We envisage that the expenditure borne in terms of team mobilization and initial efforts required for outreach will be greater during the initial phases of the project and to this effect would request the authority to consider the change in payment schedule.</p> <p>We would request the authority to revise the payment schedule as following:</p> <table border="1"> <thead> <tr> <th>Output</th> <th>Payment (% of contract price)</th> </tr> </thead> <tbody> <tr> <td>Inception Report</td> <td>10%</td> </tr> <tr> <td>Strategy Document</td> <td>15%</td> </tr> <tr> <td>Marketing and outreach</td> <td>10%</td> </tr> <tr> <td>Selection of sub-projects, signing of grant agreements</td> <td>25%</td> </tr> </tbody> </table> | Output   | Payment (% of contract price)  | Inception Report | 10%   | Strategy Document | 15%  | Marketing and outreach   | 10%   | Selection of sub-projects, signing of grant agreements | 25%  | <p>There is no change to the clause, as mentioned in the RFP.</p> |  |       |  |      |                           |  |   |  |
| Output   | Payment (% of contract price)  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| Inception Report   | 10%  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| Strategy Document  | 15%  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| Marketing and outreach   | 10%  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |
| Selection of sub-projects, signing of grant agreements   | 25%  |  |   |  |  |                  |   |                   |  |  |   |  |  |   |  |       |  |      |                           |  |   |  |

| #                          | REFERENCE                                       | EXISTING CLAUSE   | QUERIES   | RESPONSES  |  |   |   |  |     |  |
|----------------------------|---|---|---|--|--|---|---|--|-----|--|
|                            |   |   | <table border="1"> <tr> <td>and report submission</td> <td></td> </tr> <tr> <td>Sub-project implementation</td> <td>30% (5x6)</td> </tr> <tr> <td>Final report submission</td> <td>10%</td> </tr> </table>  | and report submission  |  | Sub-project implementation  | 30% (5x6)   | Final report submission                                    | 10% |  |
| and report submission      |   |   |   |  |  |   |   |  |     |  |
| Sub-project implementation | 30% (5x6)                                       |   |   |  |  |   |   |  |     |  |
| Final report submission    | 10%   |   |   |  |  |   |   |  |     |  |
| 6                          | Page 44; Section 7: Terms of Reference          | Selection of sub-projects   | We understand that there is a need to select only 2 sub-projects through the handholding stage. We request the authority to clarify if the bidder is expected to identify the eight other sub-projects.   | Approximately 10 sub-projects with a maximum implementation period of three years each, are proposed to be supported by the project over the project period.   |  |   |   |  |     |  |
| 7                          | Page 44; Key personnel and their qualifications | <p><b>Communications expert</b></p> <table border="1"> <tr> <td>KE<br/>3</td> <td>Communication Expert</td> <td> <ul style="list-style-type: none"> <li>A Post graduate in communication/ mass communication/ advertising/ public relation with 8 years of experience</li> <li>Experience in branding, communications and experience in media relations, and graphic design, knowledge management and dissemination channels and techniques;</li> <li>Experience in overseeing documents and report production, print and electronic publishing.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>Devising and implementation of outreach strategy, media campaign, and handling public relation related to challenge fund</li> <li>Manage overall communication for promoting the Challenge fund during roadshows, call for applications etc.</li> <li>Capture interim results and support in dissemination of outcome by the sub-projects with wider stakeholders through various platforms and channels;</li> </ul> </td> </tr> </table>   | KE<br>3   | Communication Expert   | <ul style="list-style-type: none"> <li>A Post graduate in communication/ mass communication/ advertising/ public relation with 8 years of experience</li> <li>Experience in branding, communications and experience in media relations, and graphic design, knowledge management and dissemination channels and techniques;</li> <li>Experience in overseeing documents and report production, print and electronic publishing.</li> </ul> | <ul style="list-style-type: none"> <li>Devising and implementation of outreach strategy, media campaign, and handling public relation related to challenge fund</li> <li>Manage overall communication for promoting the Challenge fund during roadshows, call for applications etc.</li> <li>Capture interim results and support in dissemination of outcome by the sub-projects with wider stakeholders through various platforms and channels;</li> </ul> | <p>We envisage that the key requirement for the project would involve marketing and branding of the project, relevant communication strategies for the promotion of ACFIFA and social media outreach for which the requirement of graphic design would not be necessary, and the focus must be on marketing, communication and advertising and to this effect, request the authority to consider the change.</p> <p>We request the authority to revise the experience as following:</p> <p>Marketing &amp; Communication Expert</p> <ol style="list-style-type: none"> <li>1) A post graduate degree in sales/ marketing/ advertising with 8 years of experience</li> <li>2) Experience in sales, branding, communications, media relations, marketing and knowledge management</li> <li>3) Experience in overseeing documents and report production, print and electronic publishing.</li> </ol> | There is no change to the clause, as mentioned in the RFP. |     |  |
| KE<br>3                    | Communication Expert                            | <ul style="list-style-type: none"> <li>A Post graduate in communication/ mass communication/ advertising/ public relation with 8 years of experience</li> <li>Experience in branding, communications and experience in media relations, and graphic design, knowledge management and dissemination channels and techniques;</li> <li>Experience in overseeing documents and report production, print and electronic publishing.</li> </ul>  | <ul style="list-style-type: none"> <li>Devising and implementation of outreach strategy, media campaign, and handling public relation related to challenge fund</li> <li>Manage overall communication for promoting the Challenge fund during roadshows, call for applications etc.</li> <li>Capture interim results and support in dissemination of outcome by the sub-projects with wider stakeholders through various platforms and channels;</li> </ul>   |  |  |   |   |  |     |  |
| 8                          | Page 62, Clause 33<br>Page 66, Clause 23.1      | <p>Page 62, Clause 33<br/>33. Access to Project Site<br/>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. Page 66, Clause 23.1</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and<br/>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the</p> | <p>Clause 23.1 should be modified as below:</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and<br/>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC 1.1</p> <p>(b) is different from the law of the Client's country.</p> | There is no change to the clause, as mentioned in the RFP, however any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what is included in the issued RFP. |  |   |   |  |     |  |

| #  | REFERENCE  | EXISTING CLAUSE  | QUERIES  | RESPONSES   |
|----|--|--|--|---|
|    |  | Client's country.  |  |   |
| 9  | Page 63,<br>Clause 27.1                          | Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.   | Clause 27.1 to be modified as below:<br>Clause 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. | There is no change to the clause, as mentioned in the RFP   |
| 10 | Page 60,<br>Clause 27.2<br>Special<br>conditions | If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.  | Following clause to be added:<br>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Contract ("Reports"), other than The Client Information, are for the Client 's internal use only (consistent with the purpose of the particular Services) including the Client 's board of directors, its audit committee, or its statutory auditors.   | There is no change to the clause, as mentioned in the RFP.  |
| 11 | Page 60,<br>Clause 25                            | Page 60, Clause 25<br>25. Accounting, Inspection and Audit<br>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.<br>25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures). | Clause 25 to be modified as below:<br>In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank. Such right to audit shall be restricted to physical files pertaining to the Services and such auditors shall ensure confidentiality of the Consultant.  | There is no change to the clause, as mentioned in the RFP   |
| 12 | Page 70,<br>Clause 45.1                          | Miscellaneous. In any arbitration proceeding hereunder:<br>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India (In case of contract with foreign consultants: Lausanne, Switzerland).   | We request the authority to consider the proceedings of the arbitration to be held in New Delhi and amend the clause accordingly.<br><i>"Proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi, India (In case of contract with foreign consultants: Lausanne, Switzerland)."</i>  | There is no change to the clause, as mentioned in the RFP.  |
| 13 | Page 68,<br>Clause 41.2                          | Payment Terms  | We understand that the bidder would be required to monitor and evaluate the sub-projects for a period of 49 months. We would like the authority to clarify that the said completion of sub-projects will not be greater than completion of timeline specified for the implementing agency.   | It is the responsibility of the IA to ensure completion of the sub-projects within the stipulated time frame. |

| #  | REFERENCE                | EXISTING CLAUSE  | QUERIES  | RESPONSES  |
|----|--------------------------|--|--|--|
|    |                          | <p>5 Sub-projects Implementation: Adoption and scaling up of innovative solutions, to 125,000 producers (including 30% women beneficiaries); Monitoring of sub-projects for ensuring 100 % adoption</p> <p>Conducting workshop with selected sub-projects: Setting expectations on the assignment with sub projects</p> <p>40 months 49 months</p> <p>48% (8% payment shall be against each of half-yearly progress reports) [8*6 = 48%]</p> <p>Completion of sub-projects</p>   |  |  |
| 14 | Page 57, Clause 19       | 19.1. This Contract may be terminated by either Party as per provisions set up in Clause 19.1.3/a/b/c/d.   | The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. | There is no change to the clause, as mentioned in the RFP.   |
| 15 | Page 22 Clause 17.1      | The Consultants shall NOT have the option of submitting their Proposals electronically.  | We wanted to know whether electronic submission is permitted or is it mandatory to send hard copies to the mentioned address in RFP.   | The consultant does not have the option of submitting the Proposals electronically. The physical submission of proposal is mandatory.  |
| 16 | Page 22 Clause 21.1 (i)  | (i) Specific experience of the Consultant (as a firm) relevant to the Assignment:[10]  | Request you to please let us know the number of citations needed to maximize marks.  | The consultant with higher number of related assignments will have higher score  |
| 17 | Page 44 Clause11 II      | In addition, the implementation agency should plan a select number of in-person events   | We understand that the client will bear the cost of events to be organized. Also the client will mobilize government machinery and facilitate logistics.   | The implementing agency is responsible for developing outreach strategy including marketing and communication and will be responsible for the associated cost. Client will facilitate participation of relevant government stakeholders. |
| 18 | Page 46 ClauseF 3        | ACFIFA: Marketing & Outreach   | We understand that the consultants will create the content. Graphic design, purchase of media space and delivery across conventional/digital media channels is not within the purview of the consultants.  | The IA is responsible for developing outreach strategy and the implementation of the proposed strategy.  |
| 19 | Page 47 Clause I 20 KE 1 | Challenge fund coordinator – Post graduate in Economics/ Business Administration/ Finance/ Banking or a closely related field  | We request M.Com/ Chartered Accountants be kindly allowed.   | M.Com / Chartered Accountants are considered as closely related fields.  |
| 20 | Page 15 Clause17.2       | An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.   | We request that a resolution by the board of the company on Authorized Signatory be allowed in place of the power of attorney.   | Resolution by the Board of the company is allowed.   |
| 21 | Page 2 NA                | This Section includes standard form of the Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”).  | We request that we be kindly allowed to negotiate the clauses at the time of contracting.  | Please refer to the clause 28 and 29 of the Instructions to Consultants and Data Sheet of the RFP relating to Negotiation and Award.   |
| 22 | Page 11 Clause3c         | Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. | We request that this clause be made applicable to the team members for this project.   | There is no change to the clause, as mentioned in the RFP.   |

| #  | REFERENCE  | EXISTING CLAUSE  | QUERIES  | RESPONSES  |
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| 23 | Page 41<br>Clause Section<br>6 2.2 e                       | Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, subconsultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.           | We request that visit to project office for audit be within the ambit of the contract. We request that requirement of audit of consultants systems be kindly waived due to confidentiality restrictions.   | There is no change to the clause, as mentioned in the RFP.   |
| 24 | Page 57<br>Clause18.1                                      | The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. | We request that suspension should be levied if the failure of performance is solely attributable to the consultant.  | There is no change to the clause, as mentioned in the RFP.   |
| 25 | Page 60<br>Clause24  | Insurance to be taken out by the Consultant  | Please note that Deloitte has appropriate and required insurance policy on our firm's terms and condition  | The terms and conditions of the insurance to be taken by the consultant shall be approved by the Client  |
| 26 | Page 60<br>Clause25  | Accounting, Inspection and Auditing  | We request that visit to project office for audit be within the ambit of the contract. We request that requirement of audit of consultants systems be waived due to confidentiality restrictions.  | There is no change to the clause, as mentioned in the RFP.   |
| 27 | Page 60<br>Clause27  | Proprietary Rights of the Client in Reports and Records  | We request the following: Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of DTTILLP shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, DTTILLP retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTILLP may use or develop in connection with this Contract.  | There is no change to the clause, as mentioned in the RFP.   |
| 28 | Page 66<br>Clause23.1                                      | Limitation of consultants liability  | We request that: 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 services provided pursuant to this Contract | There is no change to the clause, as mentioned in the RFP.   |
| 29 | Page 67<br>Clause24.1                                      | Insurance coverage   | Please note that we have Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. Worker's compensation insurance is not applicable to Deloitte.   | Appropriate insurance has to be taken by the Consultant.   |
| 30 | Form Tech 2<br>B Consultant's<br>Experience,<br>page no 28 | The RFP mentions the following for Consultant's experience<br>1. List only previous similar assignments successfully completed in the last five (5) years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19)<br>2. The Consultant must substantiate the claimed experience by presenting  | Requesting project to consider both ongoing and completed assignments as Consultant's experience in view of our comment (the current RFP, is a potential novel area of work). Also since completion certificate may not always be available  | Ongoing assignments are allowed, however, completed assignment will carry higher weightage than ongoing assignments. The consultants need to submit relevant documents which specify stage |

| #  | REFERENCE   | EXISTING CLAUSE   | QUERIES   | RESPONSES   |
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|    |   | copies of relevant documents and references<br>Projects such as required for scoring are multi-year projects with also the nature of work being novel. Hence, we request project to modify the criteria.  | we request project to consider other documentation such as work orders.   | of completion of an ongoing assignment.   |
| 31 | Page 44, Point no. 11, Section 7: Terms of Reference of RFP     | <p><b>11. Market ACFIFA widely and establish strategic partnerships, if necessary.</b></p> <p>I. Partner/ engage with institutions dealing in innovations in the financial services sector (incubators, accelerators etc) to ensure that funding support available from ACFIFA is known widely.</p> <p>II. Market ACFIFA widely through multiple-media channels and through key industry events to raise awareness and interest among potential applicants. Implementing agency should explore combination of any of the below mentioned communication channels for maximizing outreach impact:</p> <ul style="list-style-type: none"> <li>- <b>Social Media:</b> Sharing of posts on Facebook, Twitter, LinkedIn etc.;</li> <li>- <b>Digital Media:</b> Leveraging technology blogs for maximum reach;</li> <li>- <b>Print Media:</b> Advertisement, press releases, and articles;</li> </ul> <p>In addition, the implementation agency should plan a select number of in-person events, either as part of industry conferences or as stand-alone events, to explain the objectives, process, and expected outcomes of the ACFIFA to the target audiences in key locations such as Mumbai, Bangalore, and Kolkata through briefing events.</p> <p>III. Develop an information package for the potential sub-projects that consists of relevant information from the APART project (e.g. summary of the access to finance diagnostics study, a summary of key information on value chains supported by the project, and list of project-supported farmers, farmer organizations and agribusiness SMEs etc.), summary of notable agriculture finance innovations in India and other regions for the potential introduction and replication in Assam, and a list of potential partners for TA support and building a strong consortium.</p> | <p>The TOR mentions the following “Market ACFIFA widely through multiple-media channels and through key industry events”. We understand that the Implementing Agency (IA) will act as the technical knowledge partner for such events. However, the cost of accessing various media channels and event organization will not be a part of IA’s financial for this assignment and will be separately funded by project. Also we would like to understand whether the designing and creating the outreach material would need different agencies specializing in such activities and hiring of such agencies would be done by APART. However, the content and strategy shall be developed by implementing agency</p> <p>We request project to clarify on the query.</p>   | <p>The implementing agency is responsible for marketing ACFIFA as per the Approach and Methodology proposed and the associated costs will be part of IA’s financial for this assignment.</p> <p>Designing and creating the outreach material would be the responsibility of the Implementing agency and will not be done by APART.</p>  |
| 32 | Page 45, Point no. 12 (a), Section 7: Terms of Reference of RFP | <p><b>Sub-project selection, contracting and management</b></p> <p>Manage the selection process –Create an expert panel (pool of experts from various domain related to financial services) for selection of sub-projects, brief panel members, facilitate expert panel meetings/assessments.</p>   | <p>The ToR mentions the following: Manage the selection process –Create an expert panel (pool of experts from various domain related to financial services) for selection of sub-projects”.</p> <p>Query is whether such pool of experts be selected from relevant public and private sector. If that be the case, whether they will be on paid or pro-bono basis. If paid, will they be paid from project fund. Alternatively, should the Implementing Agency provide such pool of experts from its internal or external sources with due cost considerations in the financial proposal as suggested by project in pre-bid meeting</p> <p>Requesting project to clarify on the query. Also if as suggested by project in pre-bid meeting, that Implementing Agency will be budgeting for the expert panel resources, it may create a potential conflict of interest situation, hence, how does the project plan to give the final approval post selection by the evaluation committee. In our view, the Implementing Agency should be independent from the panel of experts to maintain fairness of the subproject selection process. Further, each subproject evaluated (not final selected but total evaluated) will require different set of experts and as such it becomes complicated in estimating</p> | <p>The Implementing Agency to propose the selection process and methodology for sub-project selection. The proposed selection process must be sufficiently balanced to prevent any conflict of interest.</p> <p>The selection of the expert panel shall be carried out in co-ordination with ARIAS. The Implementing agency to cost the payment for managing the selection process.</p> |

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|    |   |  | budget. As such it would be ideal if the expert panel gets paid by the project separately and also avoiding potential conflict of interest. The Implementing Agency can assist in identifying the right experts to the project and their onboarding with the final decision lying with project authorities   |  |
| 33 | Page 43, Point no. 7, and Page 45, Point 14, Section 7: Terms of Reference of RFP | <p><b>Page 43:</b><br/>The key expected features of the ACFIFA are: refer RFP.</p> <p><b>Page 45:</b><br/>Throughout the assignment, the Implementing agency will produce the following deliverables and Payments will be made as per the schedule below: refer RFP</p>  | <p>In deliverables and payment schedule the following is mentioned: 10% payment to be made on Conducting outreach: Official launch event, portal launch &amp; opening call for proposal.</p> <p>In the pre-bid meeting it was mentioned by project that the cost of launch event, portal development will be part of financial proposal of Implementing Agency (IA) apart from the technical knowledge support that will be provided by the IA. However, development of portal/website, etc. should require a separate agency (existing or new) due to the nature of work. This is also due to the fact that the features of such a portal is not clear at present and as such there is difficulty in financial estimate</p> <p>Request project to confirm the understanding</p> | The portal to be developed and maintained by the implementing agency. The cost associated with portal will be part of the financial proposal.  |
| 34 | Data sheet, Point no. 19.1, Page no. 22   | 19.1 An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: "same as the Proposal submission address" Date: 3rd April 2020; Time: 2.30 PM (IST).   | <p>The deadline of submission is mentioned as 3rd April, 2020. For preparing an effective proposal, we request project for an extension.</p> <p>We request project for atleast three weeks of extension for making an effective proposal. This is especially so in view of the disruption in business-as-usual scenario due to the existing viral pandemic situation</p>   | <b>The Proposal submission date is extended till 27<sup>th</sup> April, 2020. Corrigendum is issued in this regard.</b>  |
| 35 | Page 45 Point 13. III   | <b>Monitoring, Evaluation, and Reporting</b><br>III. Facilitate rigorous evaluation of at least 2 sub-projects to assess the effectiveness of the sub-projects including ability of sub-projects to scale up and create impact on the beneficiaries.   | <p>The RFP mentions the following: Facilitate rigorous evaluation of at least 2 sub-projects to assess the effectiveness of the sub-projects including ability of sub-projects to scale up and create impact on the beneficiaries. Our understanding is that any evaluation, including impact can only be done after a reasonable time of the intervention having completed operations. Is this evaluation going to be done by an independent agency and what would the facilitating role of implementation agency. In our view, evaluation should be independent of Implementing Agency to maintain impartial view.</p> <p>Request clarification from the project</p>   | The monitoring & evaluation of the sub-projects is the responsibility of IA. It is required to have rigorous evaluations of at-least two sub-projects for providing solid empirical evidence for effectiveness of the scale up of sub-projects. The process of rigorous evaluation to be agreed upon with ARIAS. |
| 36 | Page 45 Point 13 II a   | <p>II. Manage, monitor and review the fund utilization by the sub-projects and ensure that sub-projects are compliant with policies and procedures prescribed in the operational manual. Specific tasks include:</p> <p>a. Monitor sub-projects and grant utilization, and ensure appropriate and timely utilization of grants</p> | <p>The RFP mentions the following: Monitor sub-projects and grant utilization, and ensure appropriate and timely utilization of grants. The implementation agency cannot ensure timely utilization of grant so we understand our role would be to bring to notice of project authorities any issues and facilitate a remedy for them</p> <p>Request project to confirm the understanding</p>   | Monitoring sub-projects and grant utilization is one of crucial activities to be performed by the IA. IA to ensure appropriate and timely utilization of grants.   |
| 37 | Page 45 Point 12 II b   | <b>Sub-project selection, contracting and management</b><br><br>Conduct due diligence of sub-projects including field visit assessments, confirmation of documentation, promoter reference and any other analyses as required.   | <p>The RFP mentions the following: Conduct due diligence of sub-projects including field visit assessments, confirmation of documentation, promoter reference and any other analyses as required. We understand that confirmation of documentation does not include audit or forensic analysis for the authenticity or veracity of the documents of sub-projects partners'.</p>  | IA to conduct due diligence of sub-projects required for screening and short listing of the sub-projects. IA to include due diligence report template in the operational manual.   |



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|    |   |  | Request project to confirm the understanding  |   |
| 38 | Page 66, Special Conditions of Contract, Point 23.1 | The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:<br>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:<br>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;<br>(b) This limitation of liability shall not<br>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client's country. | The RFP mentions: The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;<br>For Point no. a (ii), we request project to insert multiplier of one times the total value of the contract | There is no change to the clause, as mentioned in the RFP.  |
| 39 | Page no 28 (Form TECH-2)                            | List only previous similar assignments successfully completed in the last five (5) years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19).  | Is there any minimum number of projects to be mentioned?<br>Will ongoing projects be considered within the stipulated time period as Consultant's experience?<br>Will Sanction Letter and Utilization Certificate be considered as project completion documents ?(Since ours is a Govt. organisation and we undertake mostly government schemes and projects we normally produce sanction letter and Utilization Certificate as completion of project)<br>Will there be any extension on the deadline of proposal submission (i.e- 3rd April'20)?   | The consultant with higher number of related assignments will have higher score<br>Ongoing assignments are allowed, however, completed assignment will carry higher weightage than ongoing assignments. The consultants need to submit relevant documents which specify degree of completion of an ongoing assignment.<br>The sanction letters and utilization certificate must describe the nature of work and completion of project.<br><b>The Proposal submission date is extended till 27<sup>th</sup> April, 2020.</b> |
| 40 | Page no 47, Section 7 Terms of Reference            | Key professional and their qualification   | Request for additional clause to also allow Graduate with minimum 30 years of experience under the position of "Challenge fund co-ordinator". Similar clause may be added under the other positions as well to also allow graduates with double the existing experience.  | There is no change to the clause, as mentioned in the RFP.  |
| 41 | Page no 22, Section 2, Instruction to consultants   | 21.1 (iv) Participation by nationals among proposed key experts: [0]   | As the fund will be purely focused on Assam, we request to put certain weight age to Experts working in NE.   | 5% weightage is kept in the RFP for relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.).   |
| 42 | Page no 47, Section 7 Terms of Reference            | (G) Facilities/Services to be provided by ARIAS<br>" Diagnostic Study on Finance opportunities for Producers and Micro Entrepreneurs in the Selected Agri Value Chains of APART"<br>The full study report is available at ( <a href="http://arias.in/procurements.html">http://arias.in/procurements.html</a> )  | The same is not accessible, if that can be made available.  | The document is made available at the link provided.  |

Sd/-  
**(Priti Ranjan Dash)**  
**Procurement and Contract Management Specialist,**  
**ARIAS Society**