

**Response to the Pre-Bid Queries**

**RFP NO: 10(68)/2015-BE-I (Vol. I) Date: 05-07-2017**

**Pre-bid meeting date: 17/07/2017**

Clarifications/amendments on the basis of queries in pre bid meeting/Emails raised by firms who submitted/mailed as attachment as per RFP requirement and other corrigendum/amendments.

Name of the Organization		PricewaterhouseCoopers Pvt. Ltd.		Response
Sr. No.	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Clarification Sought	
1.	3.1 Pre-Qualification (PQ) / Eligibility Criteria	Certificate of Incorporation, Copy of PAN, Service Tax Registration Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid.	These supporting documents should be part of Pre-qualification proposal.	Refer Corrigendum No.1
2.	3.2 Technical evaluation Criteria	At least one consulting /executing project for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/State Govt. of India related to import or export of the products across world. Or At least One consulting/executing project in	Request you to clarify the domains to be considered under import/export category.	Refer "Scope of work section" of RFP

		doing analytical research work, especially on practical issues and challenges of implementing Single Window System/trade facilitation/regional trade integration		
3.	3.2 Technical evaluation Criteria	Project Director a) B Tech/ B.E and MBA /PGDBA with at least 20 (twenty) years. b) Should have at international experience of Supporting government transformation c) Should have been involved in the capacity of Project Director on advisory assignments for Government Process re-engineering in India	It is suggested that the below criteria be changed as below - Project Director a) B Tech/ B.E and MBA /PGDBA with at least 14 (fourteen) years. b) Should have at international experience of Supporting government transformation c) Should have been involved in the capacity of Project Director on advisory assignments for Government Process re-engineering in India	As per the RFP document
4.	3.2 Technical evaluation Criteria	Investment promotion specialist a) Full time Master Degree in Business Management/Administration or Full time PGDBM b) Experience of investment promotion projects	Please clarify what kind of projects being looked at for this resource. Also, please clarify do these need to be Domestic/ International projects.	Projects related to managing investment vehicles (e.g., investment funds, cost-share grants, venture capital, etc.); be skilled in conducting financial research and due diligence on investment promotion by working with technical specialists and key stakeholders (e.g., industry groups, business associations, etc.)  Either domestic or international project experience qualifies under this clause.

5.	3.2 Technical evaluation Criteria	None	<p>It is suggested that since this is Consulting assignment focused towards International Trade Facilitation, the domain expertise to be looked for should be for experience in Import/ Export business/ technology enablement.</p> <p>The document also states that - "Customs is the main agency involved in regulation of exports/imports at the Ports, there are several other agencies/departments also involved, whose clearances/NOCs under their respective Acts/Rules are required by exporters/importers"</p>	As per the RFP document
6.	3.2 Technical evaluation Criteria	<p><b>Government related services and Policy expert</b> a) MBA/PGDBM</p>	<p>Considering the project complexity the following change is suggested - <b>Government related services and Policy expert</b> a) MBA/PGDBM or B.A.LLB (Hons) b) Overall Experience 10 years</p>	Refer Corrigendum No. 2
7.	3.2 Technical evaluation Criteria	<p><b>ICT Expert</b> a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 5 yr experience</p>	<p>Considering the complexity of the project and IT landscape across so many stakeholders the following change is suggested - <b>ICT Expert</b> a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 10 yr experience</p>	Refer Corrigendum No. 21
8.	4.2 Objectives of Single	4.2.2 To provide single window	Please advise the scope of benefits that	Refer "Scope of work section" of RFP

	Window Project	to importers and exporters to submit applications and clearance data/documents as well as obtaining approvals and <b>benefits</b> electronically at a single point only in a digital mode. In case some permission is required from other regulatory agencies, they would be obtained online without traders having to approach them.	are to be obtained electronically via the SWS	
9.	4.3.1 Current state assessment with project Stakeholders	4.3.1.2 The consultation will be carried out with these stakeholders at the policy, processes and field level. This involves extensive interactions with community partners. The indicative list of functional groups including, but not limited to, following: i. Buyers and exporters, ii. Buying agents, iii. RBI, iv. Authorized dealers (where the exporter has his bank Account), v. Buyer's bank (foreign bank), vi. DGFT, vii. Customs and Port Authorities, (Consultant should	It is suggested that since this is time bound consulting experience and the Single Window paradigm involves multiple government/ regulatory stakeholder and multiple meeting would be required with them; DIPP should facilitate the alignment and timely availability of Stakeholders from these groups	Yes, Refer Section 9, page no.73 'Obligation of DIPP'

		<p>visit/study minimum following:- Inland container depot - Tuglakabad, JNPT- Nhava Sheva Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.)</p> <p>viii. VAT and Excise Authorities,</p> <p>ix. EPC's,</p> <p>x. Insurance Companies,</p> <p>xi. Inspection Agencies,</p> <p>xii. Clearing and Forwarding Agents,</p> <p>xiii. Shipping Companies/Airlines and Inland Carriers etc.</p>		
10.	4.3.1 Current state assessment with project Stakeholders	<p>4.3.1.2 The consultation will be carried out with these stakeholders at the policy, processes and field level. This involves extensive interactions with community partners. The indicative list of functional groups including, but not limited to, following:</p> <p>i. Buyers and exporters,</p> <p>ii. Buying agents,</p> <p>iii. RBI,</p> <p>iv. Authorized dealers (where the exporter has his bank Account),</p>	<p>It is suggested that DIPP provide an indicative number of entities to be consulted with in each stakeholder category. For e.g. number of</p> <p>i. Buyers and exporters,</p> <p>ii. Buying agents,</p> <p>iii. RBI,</p> <p>iv. Authorized dealers (where the exporter has his bank Account),</p> <p>v. Buyer's bank (foreign bank),</p> <p>vi. DGFT,</p> <p>vii. Customs and Port Authorities, (Consultant should visit/study minimum following:- Inland container depot - Tuglakabad, JNPT- Nhava Sheva</p>	As per the RFP document

		<p>v. Buyer's bank (foreign bank),</p> <p>vi. DGFT,</p> <p>vii. Customs and Port Authorities, (Consultant should visit/study minimum following:- Inland container depot - Tuglakabad, JNPT-Nhava Sheva Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.)</p> <p>viii. VAT and Excise Authorities,</p> <p>ix. EPC's,</p> <p>x. Insurance Companies,</p> <p>xi. Inspection Agencies,</p> <p>xii. Clearing and Forwarding Agents,</p> <p>xiii. Shipping Companies/Airlines and Inland Carriers etc.</p>	<p>Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.) - Already specified</p> <p>viii. VAT and Excise Authorities,</p> <p>ix. EPC's,</p> <p>x. Insurance Companies,</p> <p>xi. Inspection Agencies,</p> <p>xii. Clearing and Forwarding Agents,</p> <p>xiii. Shipping Companies/Airlines and Inland Carriers etc.</p>	
11.	4.3.1 Current state assessment with project Stakeholders+C10	<p>4.3.1.2 The consultation will be carried out with these stakeholders at the policy, processes and field level. This involves extensive interactions with community partners. The indicative list of functional groups including, but not limited to, following:</p> <p>i. Buyers and exporters,</p> <p>ii. Buying agents,</p>	<p>It is suggested that DIPP advises the number of workshops and duration to be conducted with each functional group in order to aid in ascertaining scope</p>	<p>Bidder may decide on the requirement as per scope of work defined in RFP</p>

		<ul style="list-style-type: none"> <li>iii. RBI,</li> <li>iv. Authorized dealers (where the exporter has his bank Account),</li> <li>v. Buyer's bank (foreign bank),</li> <li>vi. DGFT,</li> <li>vii. Customs and Port Authorities, (Consultant should visit/study minimum following:- Inland container depot - Tuglakabad, JNPT- Nhava Sheva Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.)</li> <li>viii. VAT and Excise Authorities,</li> <li>ix. EPC's,</li> <li>x. Insurance Companies,</li> <li>xi. Inspection Agencies,</li> <li>xii. Clearing and Forwarding Agents,</li> <li>xiii. Shipping Companies/Airlines and Inland Carriers etc.</li> </ul>		
12.	4.3.1 Current state assessment with project Stakeholders	4.3.1.4 Study will also capture the current level of ICT enablement of these community partners	Please advise the scope of the study pertaining to the ICT enablement	As per the RFP document
13.	4.3.1 Current state assessment with project Stakeholders	4.3.1.7 Meeting with Industry and concerned stakeholders for taking inputs regarding	Please advise indicative industry groups to be consulted	Industry group related to Import/Export

		their problems		
14.	4.3.3 Preparation of DPR	4.3.3.3 Different functionalities currently provided under the foreign trade umbrella across departments and identify gaps in integration that are found desirable to bridge and recommend specific actionable steps for achieving the proposed integration under single portal, without disrupting the activity levels happening or which is in pipeline under each system and utilizing the existing IT assets across departments.	Please advise if we are required to study the ICT projects in the pipeline across departments as well	Yes
15.	4.3.3 Preparation of DPR	4.3.3.3 Different functionalities currently provided under the foreign trade umbrella across departments and identify gaps in integration that are found desirable to bridge and recommend specific actionable steps for achieving the proposed integration under single portal, without disrupting the activity levels happening or which is in pipeline under each system	Please advise what is meant by disrupting the activity levels	Ongoing activities



		and utilizing the existing IT assets across departments.		
16.	4.3.2 International benchmark study and Alternative Integration Models	<p>4.3.2.1 After the current state analysis, consultant have to visit following countries:  1) South Korea  2) Singapore  3) New Zealand  to study their policies, alternative models of IT enabled integrated single window system comprising of identifying best practices and main obstacles of implementing SWS.</p> <p>4.3.2.2 Study the ways these countries have handled or resolved or overcome the key issues/challenges (legally &amp; technically) for interoperability w.r.t the findings during the "Current stage Assesment".</p> <p>4.3.2.3 Study their best practices w.r.t cost-benefit analysis of pros and cons across options.</p> <p>4.3.2.4 The frequency of travel, expected duration of stay etc shall be planned by the Bidder and mentioned in the solution proposed in the</p>	<p>The most important part of study of International Models is the "Obstacles faced in Implementation the SWS" and the resolution to those obstacles. Such information is usually available only with the authorities and not in public domain.</p> <p>To get the best advantage of the investment being made for this study - It is suggested that DIPP should facilitate the alignment of stakeholders from International Authorities.</p> <p>Furthermore, if you could provide tentative time for travel to each country.</p>	<ul style="list-style-type: none"> <li>• Yes, Refer Section 9, page no.73 'Obligation of DIPP'.</li> <li>• Travel frequency should be part of solution which Bidder may decide on the requirement as per scope of work.</li> </ul>

		Bid. All the costs associated with the Assignment shall be included in the Financial Proposal.		
17.	4.3.2 International benchmark study and Alternative Integration Models	<p>4.3.2.1 After the current state analysis, consultant have to visit following countries:  1) South Korea  2) Singapore  3) New Zealand  to study their policies, alternative models of IT enabled integrated single window system comprising of identifying best practices and main obstacles of implementing SWS.</p> <p>4.3.2.2 Study the ways these countries have handled or resolved or overcome the key issues/challenges (legally &amp; technically) for interoperability w.r.t the findings during the "Current stage Assessment".</p> <p>4.3.2.3 Study their best practices w.r.t cost-benefit analysis of pros and cons across options.</p> <p>4.3.2.4 The frequency of travel, expected duration of stay etc shall be planned by</p>	It is suggested that DIPP advises the number of workshops to be conducted in each country and the stakeholders involved in each country in order to aid in ascertaining scope	Repeated query

		the Bidder and mentioned in the solution proposed in the Bid. All the costs associated with the Assignment shall be included in the Financial Proposal.		
18.	4.3.2 International benchmark study and Alternative Integration Models	<p>4.3.2.1 After the current state analysis, consultant have to visit following countries:</p> <ol style="list-style-type: none"> <li>1) South Korea</li> <li>2) Singapore</li> <li>3) New Zealand</li> </ol> <p>to study their policies, alternative models of IT enabled integrated single window system comprising of identifying best practices and main obstacles of implementing SWS.</p> <p>4.3.2.2 Study the ways these countries have handled or resolved or overcome the key issues/challenges (legally &amp; technically) for interoperability w.r.t the findings during the "Current stage Assessment".</p> <p>4.3.2.3 Study their best practices w.r.t cost-benefit analysis of pros and cons across options.</p> <p>4.3.2.4 The frequency of</p>	It is suggested that DIPP advises the number of cities to be visited in each country. Will workshops for each country be conducted in a single location with all relevant stakeholders participating or the Bidder would need to travel to different cities within each country to consult with different stakeholders	Bidder may decide on the requirement as per scope of work.

		travel, expected duration of stay etc shall be planned by the Bidder and mentioned in the solution proposed in the Bid. All the costs associated with the Assignment shall be included in the Financial Proposal.		
19.	4.3.3 Preparation of DPR	4.3.3.4 Include legislation, business process re-engineering and data harmonization. A legislative framework that supports electronic transactions, data privacy and identification through electronic signatures is a prerequisite for a functioning Single Window. Business process re-engineering based on Customs and Border Management best practices ensures that the Single Window includes up to date and efficient processes and that does not simply translate paper based and manual procedures to electronic ones.	It is requested to clarify the following - 1. Will Data harmonization be part of this consultancy assignment? If so, please clarify the scope - whether it required the target data model to be built? 2. Will Business Process Re-engineering be part of this consultancy assignment? If so, please clarify the scope.	As per RFP.

Name of the Organization		Ernst & Young LLP		Response
S. No.	RFP Reference(s) (Section, Page)	Content of RFP Requiring Clarification	Clarification Sought	
1.	Page 18 2.9.12 (vii)	The price quoted in the Commercial Proposal shall be the only amount payable to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between DIPP, and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable	As per clause 2.9.12 (ii), the cost of financial proposal shall not include service tax amount, which shall be paid over and above the cost of financial proposal, whereas, as per clause 2.9.12 (vii), it is inclusive of all taxes and charges. Please clarify which clause shall prevail	<ul style="list-style-type: none"> <li>• Bidders should include all the taxes for applicable for IT services</li> <li>• Refer Form 7.2- Financial Proposal and refer corrigendum no. 3</li> </ul>
2.	Page 20 3.1 (3)	One consulting/executing project in doing analytical research work, especially on practical issues and challenges of implementing Single Window System/trade facilitation/regional trade integration	Please clarify if IT implementation of Single Window systems in States will qualify under this clause	Refer Clause no. 4 Terms of Reference: Scope of work for detail regarding the Single window system.

3.	Page 20 3.1 (3)	Experience of at least one long term project (at least 12 months) where Consultant has assisted a State Government with Business Process Re-engineering studies. (1 Project-10 Marks)	Since Business Process Re-engineering studies will form an essential component of the whole project, the marks distribution may be revised as 2 marks for each project with maximum of 10 marks	No Change
4.	Page 23 3.2 (2) (2.1)	<b>(Part-time)</b> <b>1 day two week</b>	Please clarify on the availability requirement of the 'project Director'	The Project Director role would be at a strategic and tactical level, provide leadership, direction, guidance to project approach, activities, risks, issues and general management
5.	Page 24 3.2 (2) (2.2) (b)	Experience of investment promotion projects ( 2 marks for each project in separate states)	Please clarify on the minimum duration of experience required in Investment Promotion to be considered as a separate project	Refer Corrigendum 4

6.	Page 31 4.3.1.2	<p>The consultation will be carried out with these stakeholders at the policy, processes and field level. This involves extensive interactions with community partners. The indicative list of functional groups including, but not limited to, following:</p> <ol style="list-style-type: none"> <li>i. Buyers and exporters,</li> <li>ii. Buying agents,</li> <li>iii. RBI,</li> <li>iv. Authorized dealers (where the exporter has his bank Account),</li> <li>v. Buyer's bank (foreign bank),</li> <li>vi. DGFT,</li> <li>vii. Customs and Port Authorities, (Consultant should visit/study minimum following:- Inland container depot - Tuglakabad, JNPT- Nhava Sheva Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.)</li> <li>viii. VAT and Excise Authorities,</li> <li>ix. EPC's,</li> <li>x. Insurance Companies,</li> <li>xi. Inspection Agencies,</li> <li>xii. Clearing and Forwarding Agents,</li> <li>xiii. Shipping Companies/Airlines and Inland Carriers etc</li> </ol>	<p>Please clarify if DIPP shall identify and provide list of stakeholders and arrange meetings with whom interaction shall be held.</p> <p>Also, please clarify that if stakeholder interaction involves travel, would the cost be borne by DIPP or the bidder</p> <p>If it is to be borne by the bidder, kindly clarify if the cost of such travel be included in the Financial proposal. If so, please elucidate the number of such travels</p>	<ul style="list-style-type: none"> <li>• RFP is clear and self- explanatory</li> <li>• Bidder may decide on the requirement as per scope of work</li> <li>• Refer clause 4.3.2.4 of RFP for clarification</li> </ul>
----	--------------------	--	---	--

7.	Page 31 4.3.1.5	Analysis of India's ranking in 'Trading Across Borders' component of 'Doing Business' Reports of World Bank.	Please specify the kind of deliverable required for the 'analysis of India's ranking in 'Trading Across Borders' component of 'Doing Business' Reports of World Bank	Analysis of report is a activity under the current state assessment
8.	Page 40  Form 6.2 - Pre-qualification Compliance Sheet	Sales Turnover in System Integration	Please clarify the firm's annual turnover as specified in clause 3.1 (2) on page 20 suffice instead of 'Turnover in System Integration'	Yes
9.	Form 6.1, Clause 5, Page 38	We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.	<b>Request you to please modify the clause to:</b> "We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project. "	No Change



10.	Form 6.4, Self Declaration, Page 42	Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any Central/ State/ Public Sector undertaking in India.	<p><b>Request you to please modify the clause to:</b></p> <p>Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any Central/ State/ Public Sector undertaking in India <b>at the time of submission of bid or proposal</b></p>	Refer Corrigendum no. 9 & 10
-----	-------------------------------------	---	---	------------------------------

11.	3.3, Confidentiality Page no:70	The Implementing Agency, its Sub Contractor (if exist) and the Personnel of either of them shall not...	Request you to please add in the clause "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for period of 3 years from the date of termination of this Agreement."	No Change
-----	------------------------------------	---	--	-----------

12.	3.8 Intellectual Property Rights Page no:72	Documents prepared by the Implementing Agency to be property of the DIPP.	EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	
-----	--	---	--	--

13.	General		<p>EY may subcontract portions of the Services to any of its network firms (being such firms that are part of any network of professional firms to which EY are deemed, either by any contract, law or professional regulation, to be a participant network member; hereinafter, "Network Firm(s)"), as well as to other service providers, who may deal with you directly. Nevertheless, EY alone will be responsible to the Client for the Reports, the performance of the Services, and our other obligations under this Agreement.</p>	No change
14.	Page 11 Fact Sheet	Last date, time & venue for submission of bids: 31st July, 2017 before 15:00 Hours (IST)	It is requested that a timeline of 15 days be granted for submission of bids after receiving clarification on queries from DIPP, and therefore, the proposal due date be extended by at least 1 week to 7th August, 2017	Refer Corrigendum No. 22.

Name of Organization		Wipro Ltd			Response
S. No	RFP Reference(s) (Section, Page)	Headings	Original Clause/Content of RFP requiring clarification	Deviations Recommended / Clarification Sought	
1	4.3.2.1 - International benchmark study	International benchmark study and Alternative Integration Models	After the current state analysis, consultant have to visit following countries: 1) South Korea 2) Singapore 3) New Zealand	We would request DIPP to make arrangement for travel to these three countries as it would be difficult to assess the exact cost of travel to these 3 countries along with the number of days the consultant has to stay in these countries.	Bidder may decide on the travel requirement or number of member for travelling to three countries as per scope of work
2	3.2 Technical evaluation Criteria	Evaluation criteria 1.1A	At least One consulting/executing project in doing analytical research work, especially on practical issues and challenges of implementing Single Window System/trade facilitation/regional trade integration	We understand the cases where single window system in govt was executed as part of the overall scope is also considered as eligible projects for evolution	RFP is clear and self- explanatory
1	(--,11)	Proposal Validity	The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of Tender.	Bidder requests modification: -  The offer submitted by the Bidders should be valid for <del>minimum</del> <b>maximum</b> period of 180 days from the last date of submission of Tender.	No change

2	(2.1.2, 12)	Instructions regarding nature of Job	The Applicants are invited to submit PQ, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Fact Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected Consulting Agency. The Consulting Agency shall carry out the assignment in accordance with the Terms of Reference of RFP.	Bidder requests modification: -  The Applicants are invited to submit PQ, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Fact Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected Consulting Agency. The Consulting Agency shall carry out the assignment in accordance with the <b>mutually agreed</b> Terms of Reference of RFP.	No change
3	(2.6.3, 14)	Earnest Money Deposit	DIPP will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DIPP. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance in accordance with provision of the RfP and work order.		Query not clear

4	(2.6.4, 14)	Earnest Money Deposit	<p>DIPP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DIPP in regard to the RfP without prejudice to DIPP's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order);</p> <p>(ii) If a bidder withdraws its bid during the period of bid validity;</p> <p>(iii) If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder)</p> <p>(iv) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or</p> <p>(v) If the Applicant commits any breach of terms of this RFP or is found to have</p>	<p>Bidder requests modification: -</p> <p>DIPP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DIPP in regard to the RfP without prejudice to DIPP's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant, <b><u>according to a court of competent jurisdiction</u></b>, engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order);</p> <p>(ii) If a bidder withdraws its bid during the period of bid validity;</p> <p>(iii) If the bidder fails to sign the contract in accordance <b><u>with mutually agreed</u></b> terms and conditions (Only in case of a successful bidder)</p> <p>(iv) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order <b><u>despite deviations submitted by the Selected Applicant being adequately considered by DIPP</u></b> or provide the Performance Security after signing the contract <del>within the specified time limit,</del> or</p> <p>(v) If the Applicant <del>commits any breach of terms of this RFP or is</del> found to have made a false</p>	<p>(i) Agreed. Refer to Corrigendum No. 5</p> <p>(ii) No change</p> <p>(iii) No change</p> <p>(iv) No change</p> <p>(v) No change</p>
---	-------------	-----------------------	--	---	---

			made a false representation to DIPP.	representation to DIPP.	
5	(2.6.4, 15)	Earnest Money Deposit	(vi) Performance bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees shall be furnished before start of work on assignment in form of a Bank Guarantee in the form specified at Annexure A in this RfP. (vii) For the successful bidder the Performance Security shall be retained by DIPP until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.		Query not clear
6	(2.6.4, 15)	Earnest Money Deposit	(viii) EMD shall be returned to the unsuccessful bidder at the earliest after final bid validity and latest on or before the 30th day after the award of contract to successful bidder. The bid	This clause is contradicting Clause 2.6.3. Customer to clarify.	Refer Corrigendum No.6



			security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.		
7	(2.8.4, 15)	Late Bids	DIPP reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.	<p>Bidder requests modification: -</p> <p>DIPP reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.</p> <p><b><u>However such modification/amendments shall be made before the last date of submission of the bids and the bidders shall be given reasonable time to analyse such modifications/amendments.</u></b></p>	Refer Corrigendum No.7
8	(2.9.2, 16)	Bid Submission Instructions	Proposals must be direct, concise, and complete. DIPP will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format will be liable for rejection.	<p>Bidder requests modification: -</p> <p>Proposals must be direct, concise, and complete. DIPP will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. <del>Any deviations in format will be liable for rejection.</del></p>	No change

9	(2.9.4(iii), 16)	Bid Submission Instructions	Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DIPP reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DIPP, including annulment of the Selection Process.	Bidder requests modification: -  Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant <b>from the current tendering process</b> . If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DIPP reserves the right to consider the next best Applicant, <del>or take any other measure as may be deemed fit in the sole discretion of the DIPP,</del> including annulment of the Selection Process.	Refer Corrigendum No. 8
10	(2.9.12, 17)	Financial Proposal	As per RFP		Query not clear
11	(2.11.1, 19)	Right to the Content of Proposal	All proposals and accompanying documentation of the Technical proposal will become the property of DIPP, and will not be returned after opening of the technical proposals. The commercial proposals that are not opened may be returned to the bidders. DIPP is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without	Bidder requests modification: -  All proposals and accompanying documentation of the Technical proposal will become the property of DIPP, and will not be returned after opening of the technical proposals. The commercial proposals that are not opened may be returned to the bidders. <del>DIPP is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. DIPP shall not be bound by any language</del>	No change

			compensation to the bidders. DIPP shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.	<del>in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.</del>	
12	(3.1, 20)	Pre-Qualification (PQ) / Eligibility Criteria	As per RFP		Query not clear
13	(3.1(4), 21)	Pre-Qualification (PQ) / Eligibility Criteria	A self-certified letter by the authorized signatory of the bidder that the bidder has not been black listed or has not refused to take up work assigned through competitive process as on the bid submission date by any Central / State Government or its undertakings (Central/State Government and Public Sector) must be submitted on original letter head of the bidder with signature and stamp.	Bidder requests modification: -  A self-certified letter by the authorized signatory of the bidder that the bidder <b>is not</b> <del>has not been</del> black listed <del>or has not refused to take up work assigned through</del> competitive process as on the bid submission date by any Central / State Government or its undertakings (Central/State Government and Public Sector) must be submitted on original letter head of the bidder with signature and stamp.	Refer Corrigendum no. 9 & 10

14	(3.3, 26)	Commercial Bid Evaluation	As per RFP		Query not clear
15	(3.6.2, 27)	Signing of Contract	The successful Bidder shall sign the contract within 15 days of submission of Performance Bank Guarantee. At the same time as DIPP will notify the successful bidder that its proposal has been accepted, DIPP shall enter into a separate contract, incorporating all agreements between DIPP and the successful bidder. The Contract (Master Service Agreement) is provided in the Appendix of the RFP.	Bidder requests modification: -  The successful Bidder shall sign the contract <b><u>on mutually agreed terms and conditions</u></b> within 15 days of submission of Performance Bank Guarantee. At the same time as DIPP will notify the successful bidder that its proposal has been accepted, DIPP shall enter into a separate contract, incorporating all agreements between DIPP and the successful bidder. The Contract (Master Service Agreement) is provided in the Appendix of the RFP.	No change
16	(3.7.8, 28)	Prequalification	Technical Proposal (i) the Technical Proposal is received in the form specified in this RfP; (ii) it is accompanied by the Earnest Money Deposit as specified in this RfP; (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iv) it does not contain any condition or qualification; and (v) it is not non-responsive in terms hereof. Financial Proposal	Bidder requests modification: -  Technical Proposal (i) the Technical Proposal is received in the form specified in this RfP; (ii) it is accompanied by the Earnest Money Deposit as specified in this RfP; (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof; <del>(iv) it does not contain any condition or qualification;</del> and (v) it is not non-responsive in terms hereof. Financial Proposal	No change

			(i) The Financial Proposal is received in the form specified in this RfP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iii) it does not contain any condition or qualification; and (iv) It is not non-responsive in terms hereof.	(i) The Financial Proposal is received in the form specified in this RfP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; <del>(iii) it does not contain any condition or qualification;</del> and (iv) It is not non-responsive in terms hereof.	
17	(4, 29)	Terms of Reference - Scope of Work	As per RFP		Query not clear
18	(5, 34)	Payment Terms and Schedules	As per RFP		Query not clear
19	(5.2, 34)	Liquidated Damages	As per RFP		Query not clear
20	(5.3, 34)	Limitation of Liability	As per RFP		Query not clear
21	(5.4, 36)	Deliverables & Timelines	As per RFP		Query not clear
22	(5.5, 36)	Payment Terms	As per RFP		Query not clear
23	(6, 37)	Pre-Qualification & Technical Bid Templates	<b>REQUEST BUSINESS TO PROVIDE ALL THE FORMS IN MS WORD FORM</b>		Accepted. The same will be uploaded on DIPP's website. ( <a href="http://dipp.nic.in/">http://dipp.nic.in/</a> )
24	Form 6.1	Pre-Qualification Proposal Submission Form & Compliance Sheet	We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a	Bidder requests modification: - <del>We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an</del>	No change

			judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.	<del>arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.</del>	
25	(1.1.1 (c), 59)	Definitions	“Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;	Bidder requests modification: -  “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time <b><u>and applicable to the bidder while provisioning services during the term of the contract;</u></b>	No change
26	(1.1.2, 60)	Definitions and Interpretation	The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (a) Agreement (b) Sections/Annexes of	Bidder requests modification: -  The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (a) Agreement (b) Sections/Annexes of Agreement <b><u>(d) The responses or proposal submitted by the IA</u></b>	No change

			Agreement (c) Request for proposal (d) The responses or proposal submitted by the IA (e) Letter of Award	(c) Request for proposal (e) Letter of Award	
27	(1.1.3, 61)	Definitions and Interpretation	All documents forming part of the Agreement are to be taken as mutually explanatory of one another. In the event of any conflict, the terms of the Agreement (including the Schedules and appendices, if any) shall prevail over any other document. In case of conflict between RFP (as may be amended) and the Proposal by the IA, the provisions mentioned in the RFP (including its Sections/annexure, addendum, corrigendum and pre-bid clarifications issued for the RFP) shall prevail over the Proposal.	Bidder requests modification: -  All documents forming part of the Agreement are to be taken as mutually explanatory of one another. In the event of any conflict, the terms of the Agreement (including the Schedules and appendices, if any) shall prevail over any other document. In case of conflict between RFP (as may be amended) and the Proposal by the IA, the provisions mentioned in the <b>Proposal by the IA RFP</b> (including its Sections/annexure, addendum, corrigendum and pre-bid clarifications issued for the RFP) shall prevail over the Proposal.	No change
28	(1.9.2, 62)	Location	The DIPP may require the personnel to spend the required man-hours at the offices of the DIPP and the Implementing Agency agrees and undertakes to provide such services on a best effort basis and without any unreasonable	Bidder requests modification: -  The DIPP may require the personnel to spend the required man-hours at the offices of the DIPP and the Implementing Agency agrees and undertakes to provide such services on a <b>commercially reasonable</b> <del>best effort</del> basis and	No change

			delay.	without any unreasonable delay.	
29	(1.11, 63)	Taxes and Duties	As per RFP		Query not clear
30	(2.2, 63)	Commencement of Services	The Implementing Agency shall commence the Services or the Project within a period of 15 (Fifteen) days from the Effective Date, unless otherwise agreed by the Parties.		Query not clear
31	(2.5.1, 64)	Entire Agreement	All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the System Integrator arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.	Bidder requests modification: -  All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; <del>provided, however, that the obligations of the System Integrator arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.</del>	No change



32	(2.5.2, 64)	Entire Agreement	Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.	<p>Bidder requests modification: -</p> <p>Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply, <b><u>to the extent they are consistent with the proposal of the Selected Applicant.</u></b></p>	No change
33	(2.7, 64)	Compliance with Applicable Law	Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and	<p>Bidder requests modification: -</p> <p>Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other <b><u>statutory</u></b> bodies having jurisdiction over the area in which the Services are undertaken <b><u>and which are applicable to the party while provisioning services under the contract</u></b> provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. <del>For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.</del></p>	Refer Corrigendum No. 11

			regulations.		
34	(2.10, 66)	Suspension of Services	As per RFP		Query not clear
35	(2.11.1, 66)	Termination of Agreement - By the DIPP	<p>By the DIPP The DIPP may, by not less than 15 (fifteen) days' written notice of termination to the Implementing Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.11.1, terminate this Agreement if:</p> <p>The DIPP, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.</p>	<p>Bidder requests modification: - By the DIPP The DIPP may, by not less than <b><u>thirty (30)</u></b> <del>15 (fifteen)</del> days' written notice of termination to the Implementing Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.11.1 <b><u>and the Implementing Agency failing to remedy the defect/default within a cure period of at least thirty (30) days,</u></b> terminate this Agreement if:</p> <p><del>The DIPP, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.</del></p>	No change
36	(2.11.4, 67)	Payment upon Termination	As per RFP		Query not clear

37	(3.2.2, 68)	Conflict of Interest	<p>The Implementing Agency agrees that, during the term of this Agreement and after its termination, the Implementing Agency or any Associate thereof, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services or the Project and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments or services granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the DIPP in continuation of this Project or to any subsequent Project/ advisory services provided to the DIPP in accordance with the rules of the DIPP.</p>	<p>Bidder requests modification: -</p> <p>The Implementing Agency agrees that, during the term of this Agreement <del>and after its termination</del>, the Implementing Agency <del>or any Associate thereof, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor</del>, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from <del>or closely related to the Services or the Project</del> and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply <del>after a period of three years from the completion of this assignment</del> or to consulting assignments or services granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the DIPP in continuation of this Project or to any subsequent Project/ advisory services provided to the DIPP in accordance with the rules of the DIPP. For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm of the Implementing Agency or a person who holds</p>	Refer Corrigendum No. 12
----	-------------	----------------------	---	---	--------------------------

			For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm of the Implementing Agency or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Implementing Agency, as the case may be, and any Associate thereof.	more than 5% (five per cent) of the subscribed and paid up share capital of the Implementing Agency, as the case may be, and any Associate thereof.	
38	(3.2.3, 69)	Prohibition of Conflicting Activities	Prohibition of conflicting activities Neither the Implementing Agency nor its Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; (b) after the termination of this Agreement, such other activities as may be specified in the Agreement;	Bidder requests modification: - Prohibition of conflicting activities Neither the Implementing Agency nor its Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; <del>(b) after the termination of this Agreement, such other activities as may be specified in the Agreement;</del> or <del>(c) At any time, such other activities</del>	Refer Corrigendum No.13

			or (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.	<del>as have been specified in the RFP as Conflict of Interest.</del>	
39	(3.2.5, 69)	Prohibition of Conflicting Activities	The Implementing Agency and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the DIPP shall be entitled to terminate this Agreement forthwith by a communication in writing to the Implementing Agency, without being	Bidder requests modification: -  The Implementing Agency and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the DIPP shall be entitled to terminate this Agreement forthwith by a communication in writing to the Implementing Agency, without being liable in any manner whatsoever to the Implementing Agency, if a court <b>of competent</b>	No Change

			<p>liable in any manner whatsoever to the Implementing Agency, if it determines that the Implementing Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the DIPP shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the DIPP towards, inter alia, time, cost and effort of the DIPP, without prejudice to the DIPP's any other rights or remedy hereunder or in law.</p>	<p><b>jurisdiction</b> it determines that the Implementing Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. <del>In such an event, the DIPP shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the DIPP towards, inter alia, time, cost and effort of the DIPP, without prejudice to the DIPP's any other rights or remedy hereunder or in law.</del></p>	
--	--	--	---	---	--

40	(3.2.6, 69)	Prohibition of Conflicting Activities	Without prejudice to the rights of the DIPP under Clause 3.2.5 above and the other rights and remedies which the DIPP may have under this Agreement, if the Implementing Agency is found by the DIPP to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Implementing Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Implementing Agency is found by the DIPP to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.	Bidder requests modification: -  Without prejudice to the rights of the DIPP under Clause 3.2.5 above and the other rights and remedies which the DIPP may have under this Agreement, if the Implementing Agency is found by <u>a court of competent jurisdiction</u> <del>the DIPP</del> to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Implementing Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Implementing Agency is found by the DIPP to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.	Refer Corrigendum No. 14
----	-------------	---------------------------------------	--	---	--------------------------

41	(3.2.7, 69)	Prohibition of Conflicting Activities	<p>“corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DIPP who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DIPP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the</p>		No query submitted against this clause
----	-------------	---------------------------------------	--	--	--



			Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the DIPP in relation to any matter concerning the Project;		
--	--	--	---	--	--

42	(3.3(d), 71)	Confidentiality	is provided to the professional advisers, agents, auditors or representatives of the Implementing Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Implementing Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.	Bidder requests modification: -  is provided to the professional advisers, agents, auditors or representatives of the Implementing Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Implementing Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to <del>undertake in writing</del> to keep such Confidential Information, confidential and shall use its <b>commercially reasonable best</b> efforts to ensure compliance with such undertaking.	No Change
----	--------------	-----------------	---	--	-----------

43	(3.4, 71)	Liability of the Implementing Agency	<p>3.4.2 The Implementing Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to the DIPP for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Implementing Agency or on the part of any person or firm acting on behalf of the Implementing Agency in carrying out the Services, The Project, the Implementing Agency, with respect to damage caused to the DIPP's property, shall not be liable to the DIPP:</p> <p>i. For any indirect or consequential loss or damage; and</p> <p>ii. For any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement</p>	<p>Bidder requests modification: -</p> <p><del>3.4.2 The Implementing Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to the DIPP for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</del></p> <p><del>3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Implementing Agency or on the part of any person or firm acting on behalf of the Implementing Agency in carrying out the Services, The Project, the Implementing Agency, with respect to damage caused to the DIPP's property, shall not be liable to the DIPP:</del></p> <p><del>i. For any indirect or consequential loss or damage; and</del></p> <p><del>ii. For any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement</del></p> <p><b><u>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use,</u></b></p>	Refer Corrigendum 15
----	-----------	--------------------------------------	--	---	----------------------

				<p><u>loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</u></p> <p><u>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim.</u></p>	
--	--	--	--	--	--

44	(3.5, 71)	Accounting, Inspection and Auditing	<p>(a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Implementing Agency's costs and charges); and</p> <p>(b) In case required by the DIPP, the Implementing Agency shall provide copies of such records up to one year from the expiration or termination of this Agreement.</p>	<p>Bidder requests modification: -</p> <p>(a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with <del>internationally</del> <b>generally</b> accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Implementing Agency's costs and charges); and</p> <p>(b) In case required by the DIPP, the Implementing Agency shall provide copies of such records up to one year from the expiration or termination of this Agreement.</p> <p><b><u>Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of</u></b></p>	No change
----	-----------	-------------------------------------	---	---	-----------

				<b><u>fees or to the Contractor's profitability or other such financial data.</u></b>	
45	(3.6©, 71)	Implementing Agency's actions requiring DIPP's prior approval	Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractors and the terms and conditions of the subcontract shall have been approved in writing by the DIPP prior to the execution of the subcontract, and (ii) that the System Integrator shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Agreement; or	Bidder requests modification: -  Entering into a subcontract for the performance of any part of the Services, it being understood (i) <del>that the selection of the Sub-Contractors and the terms and conditions of the subcontract shall have been approved in writing by the DIPP prior to the execution of the subcontract,</del> and (ii) that the System Integrator shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Agreement; or	No change

46	(3.8.3, 72)	Documents prepared by the Implementing Agency to be property of the DIPP	The Implementing Agency shall hold the DIPP harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the System Integrator or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the DIPP.	Bidder requests modification: -  <del>The Implementing Agency shall hold the DIPP harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the System Integrator or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the DIPP.</del>	No change
----	-------------	--	---	---	-----------

47	(3.11, 73)	Accuracy of Documents	<p>The Implementing Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the DIPP against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Implementing Agency or arises out of its failure to conform to good industry practice. The Implementing Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p>	<p>Bidder requests modification: -</p> <p><del>The Implementing Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the DIPP against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Implementing Agency or arises out of its failure to conform to good industry practice. The Implementing Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</del></p>	No change
48	(6, 74)	PAYMENT TO THE IMPLEMENTING AGENCY	As per RFP		No query submitted against this clause



49	(7, 75)	LIQUIDATED DAMAGES AND PENALTIES	As per RFP		No query submitted against this clause
50	(7.3, 76)	Penalty for Deficiency in Services	In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Implementing Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the DIPP, penal action including but not limited to debaring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the DIPP.	Bidder requests modification: -  <del>In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Implementing Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the DIPP, penal action including but not limited to debaring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the DIPP.</del>	No Change
51	(10.2, 80)	Compliance with Laws	(c) Implementing Agency agrees and undertakes to observe, adhere to, abide by, comply with all Applicable Laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and	Bidder requests modification: -  (c) Implementing Agency agrees and undertakes to observe, adhere to, abide by, comply with all Applicable Laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold	No Change

			<p>shall indemnify, keep indemnified, hold harmless, defend and protect DIPP and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>(d) Implementing Agency represents and warrants that it has obtained all the consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any Applicable Law, government regulation/guidelines and shall keep the same valid and in force during the Term and shall endeavour to promptly obtain all such future approvals and consents from various</p>	<p><del>harmless, defend and protect</del> DIPP and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>(d) Implementing Agency represents and warrants that it has obtained all the consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any Applicable Law, government regulation/guidelines and shall keep the same valid and in force during the Term and shall endeavour to promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate DIPP and its employees/officers/staff/personnel/representatives/agents</p>	
--	--	--	---	--	--

			<p>departments as may be required in future under any amendments in law or notifications issued by the government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate DIPP and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p><del>from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</del></p>	
52	(11.3, 81)	Specific Performance	As per RFP	Bidder requests deletion of the clause	No Change
53	(10.3(c ), 85)	Change Management Process	Costs Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IA meets the obligations as set in the CCN. In the event the IA is unable to meet the obligations as defined in the		No query submitted against this clause

			CCN then the cost of Change is done from third party will be borne by the IA.		
NA	NA	Taxes	Clause to be added	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of DIPP.	Refer section 9. Contract Agreement clause no. 1.11 at page no. 63 of RFP.
NA	NA	Savings Clause	Clause to be added	Implementing Agency's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Implementing Agency's performance is effected, delayed or causes non-performance due to DIPP's omissions or actions whatsoever.	At the discretion of competent authority of DIPP subject to proper evaluation of cause of action amount to delay in implementation.
NA	NA	Deemed Acceptance	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by DIPP in the event when DIPP has not submitted its acceptance or rejection response in writing to Implementing Agency within 15 days from the date of installation/commissioning or when DIPP uses the Deliverable in its business, whichever occurs earlier. Parties agree that Implementing Agency shall have 15 days time to correct in case of any rejection by Client.	Refer clause no.6.2 (c) at page no. 74 of RFP.

NA	NA	Intellectual Protection	Clause to be added	<p>No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Implementing Agency may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Implementing Agency, and no rights shall be deemed to have accrued to the DIPP.</p>	Refer Clause no.3.8.1 at page no. 72 of RFP.
----	----	-------------------------	--------------------	---	--

Name of the Organization		KPMG		Response
Sr. No.	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Clarification Sought	
1	1.5 Tender Fact Sheet (pg 11)	Last date of submission is 31 <sup>st</sup> July 2017	In order to provide a better proposal, we request to extend the submission date by 2 weeks (ie; latest by 14 <sup>th</sup> August 2017)	Refer Corrigendum No. 22.
2	3.2 Technical evaluation criteria – Point 2 (pg 23)	CV format should be signed by individual and HR of Organization	Please allow the CV to be counter signed by either HR or authorized person on behalf of organization	No Change
3	3.2 Technical evaluation criteria – Point 2.2 (pg 23)	<b>Investment promotion specialist</b>	Years of experience of Investment promotion specialist is not mentioned. 1. We suggest IP specialist should have atleast 7 years of experience with minimum experience of handling 2 investment promotion projects. 2. 2 marks to be allotted to the 7 years' experience criteria	Refer Corrigendum No. 4
4	3.2 Technical evaluation criteria – Point 2.5 (pg 24)	<b>Business Analyst (4 nos – 5 marks each)</b> Fulltime MBA/PGDBM (preferably in Systems/IT) from a premier institute) with min 3 yr experience	Since, project already is already requiring IP specialist, Policy expert and ICT expert, we suggest to reduce the minimum experience of Business analysts. We suggest reducing the	No Change

			required experience of BA from 3 to 2 years.	
5	Form 6.8 Project Citation format (pg 47)	DIPP for which the project was executed Name and contact details of the DIPP	Assuming its typo mistake, instead of DIPP, client would have been mentioned. Please clarify.	Refer corrigendum no. 16

Name of Organization		Deloitte Touche Tohmatsu India LLP		Response
Sl.	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Clarification Sought	
1	Section 1.5: Tender Fact Sheet Page 11	Last date and time of submission of proposal is 31st July, 2017 before 15:00 Hours (IST)	We request the timeline for submission of proposal be extended till 11 <sup>th</sup> August, 2017 15.00 Hours (IST)	Refer Corrigendum No. 22.
2	Section 3.1: Pre-Qualification (PQ) / Eligibility Criteria Page 20	Submission of Supporting Documents: Certificate of Incorporation, Copy of PAN, Service Tax Registration, Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid.	Would like to highlight: Certificate of Incorporation, Copy of PAN, GST Registration instead of service tax registration can be shared. Deloitte being partnership firm, AoA/ Bye laws and certificate of registration shall be not applicable. Given confidentiality issues, we will not be able to share our partnership deed and would request for this to be waived.	Clarification: Certificate of Incorporation, Copy of PAN, GST Registration.



3	Section 3.1: Pre-Qualification (PQ) / Eligibility Criteria Page 20	The bidder should have a minimum average annual turnover of minimum INR 15 crore over the last three audited financial years (FY 2014-15, FY 2015-16, FY 2016-17) from Consultancy Services. Attach in original Certificate from the statutory auditor on the turnover from these activities from a chartered accountant ending 31st March 2017	Statutory audit is still underway for FY 2016-17, hence certificate from the auditor on FY 2016-17 turnover may not be provided. Hence, we request to modify the criteria which may read as: <b>“The bidder should have a minimum average annual turnover of minimum INR 100 crore over the last three audited financial years (FY 2013-14, FY 2014-15, FY 2015-16) from Consultancy Services”</b>	Refer corrigendum No. 18
4	Section 3.1: Pre-Qualification (PQ) / Eligibility Criteria Page 20	The bidder should have an experience of following works during last 5 years from the date of issuance of this RFP.	Would request you to increase the time limit to “last 10 years from the date of issuance of this RFP”.	Section 3.1 (3) Requirements: The bidder should have an experience of following works during last <b>10</b> years from the date of issuance of this RFP.
5	Section 3.1: Pre-Qualification (PQ) / Eligibility Criteria Page 20	Bidders have to submit - Purchase / Work Order + Self Certificate of Completion / Phase Completion (Certified by the Statutory Auditor) for works undertaken during last 5 years from the date of issuance of this RFP.	We request to relax the criteria on “furnishing of supporting documents” against the experiences to be provided, which may be read as <b>“Bidders have to submit Purchase / Work Order/ Self Certificate of Completion / Phase Completion (Certified by the Statutory Auditor) for works undertaken during last 10 years from the date of issuance of this RFP.</b>	Section 3.1 (3) Supporting Documents: Bidders have to submit - Purchase / Work Order + Self Certificate of Completion / Phase Completion (Certified by the Statutory Auditor) for works undertaken during last <b>10</b> years from the date of issuance of this RFP.

6	Section 3.1: Pre-Qualification (PQ) / Eligibility Criteria Page 20	The bidder should have an experience of following works during last 5 years from the date of issuance of this RFP: <ul style="list-style-type: none"> <li>One consulting/executing project in doing analytical research work, especially on practical issues and challenges of implementing Single Window System/trade facilitation/regional trade integration</li> </ul>	As projects in the areas of Trade Facilitation and regional trade integration is a cross-country subject, we understand project locations of the same should not restrict to India, but may also cover other countries. Please Clarify.	Yes
7	Section 3.2: Technical evaluation Criteria-Relevant Experience of Professionals Page 23-24	Level of involvement (Full time/Part time) of professionals over the entire duration of the project.	We understand only 4 nos. of Business Analysts will be deployed on full time basis, while the rest of the professionals will have part time involvement depending on project needs from time to time. Please clarify. If this be the case, then is there any minimum level of deployment expected for Project Manager/Investment Promotion Specialist/ Government related Services and Policy expert/ ICT Expert like the 1 day in 2 weeks expectation specified for Project Director.	This is consulting work and the resource deployment either its part time of full time is the decision of bidder adhering to the scope of work defined in this RFP.

8	Section 3.2: Technical evaluation Criteria-Relevant Experience of Professionals Page 24	Business Analyst (4 nos – 5 marks each)- Fulltime MBA/PGDBM (preferably in Systems/IT) from a premier institute) with min 3 year experience.	Given the specific focus of scope of work on policy and process assessment together with best practice study, we propose to modify the educational qualification criteria of the business analysts in the following manner- <b>“Business Analyst (4 nos – 5 marks each)- Fulltime MBA/PGDBM (preferably in Systems/IT from a premier institute)/Post Graduation in Economics/B.Tech./M. Tech. with min 3 years of experience”</b>	No change
---	---	--	--	-----------

9	Sub-Section 4.1.5 of section 4.1: Introduction Page 29	Today, the most hassled part of business is when any industry attempts to export/import as it has to go through various formal and informal channels be it customs, ports, transport and logistics. Just to give a indicative idea, currently there are systems such as ICEGATE system of customs, Special Economic Zones (SEZs) online system, Export Data Processing and Monitoring System (EDPMS) of RBI, Port Community System (PCS) of India Port, FICS system of FSSAI, PQIS system of plant quarantine, SWIFT, e-IEC, e-BRC (Electronic Bank Realization Certificate) of RBI, Electronic Data Interchange (EDI) of DGFT for import and export authorizations , Online issuance of Export Obligation Discharge Certificate (EODC), Indian Trade Classification (Harmonized System), CDSCO etc.	Should we be the preferred bidders, we would need support from DIPP to give letters of introduction and setup the introductory meetings with the identified nodal persons in each of the key Government departments / agencies specified in this clause. Would request for confirmation of this specific support from DIPP for successful roll-out of the project.	Yes, Refer clause no. 5 'Obligation of DIPP' at page no.73 of RFP.
---	---	--	--	--

10	Sub-Section 4.3.1.2 of section 4.3.1: Current state assessment with project Stakeholders Page 31	The consultation will be carried out with these stakeholders at the policy, processes and field level. This involves extensive interactions with community partners. The indicative list of functional groups including, but not limited to, following: i. Buyers and exporters, ii. Buying agents, iii. RBI, iv. Authorized dealers (where the exporter has his bank Account), v. Buyer's bank (foreign bank), vi. DGFT, vii. Customs and Port Authorities, (Consultant should visit/study minimum following:- Inland container depot - Tuglakabad, JNPT- Nhava Sheva Mumbai, Kandla Port, IGI Air Cargo Complex, Tuticorin port, Cochin Port.) viii. VAT and Excise Authorities, ix. EPC's, x. Insurance Companies, xi. Inspection Agencies, xii. Clearing and Forwarding Agents, xiii. Shipping Companies/Airlines and Inland Carriers etc.	Is there an expectation from DIPP on the number of stakeholders listed in 4.3.1.2 to be interacted with as part of the study and also are there specific number of locations to be visited for the same.	The bidder should do a due diligence on the number of functional group assessment followed by interaction as far as the same meets the required criteria and scope.
----	---	---	--	---

11	Sub-Section 4.3.1.3 of section 4.3.1: Current state assessment with project Stakeholders Page 31	Study organizational, legal and technical conditions, challenges/difficulties in exports & import processes.	A legal expert may be required for purposes of regulatory recommendations & amendments and we would request for the same to be factored in the team structure and deployment	No change
12	Sub-Section 4.3.2.1 of Section 4.3.2: International benchmark study and Alternative Integration Models Page 32	After the current state analysis, consultant have to visit following countries: 1) South Korea 2) Singapore 3) New Zealand to study their policies, alternative models of IT enabled integrated single window system comprising of identifying best practices and main obstacles of implementing SWS.	Travel cost for only consultant personnel will be factored, though it may be beneficial for key Government official specified in section 4.1.5 of the RfP to accompany the consultant team for first hand understanding of interventions undertaken. Further, we understand that the meetings with the respective agencies in these countries would need to be facilitated by DIPP and will not the responsibility of the consultant.	No Change. Refer Section 9, page no.73 'Obligation of DIPP'.

13	Section 5.5: Payment Terms Page 36	<ul style="list-style-type: none"> <li>• On submission of Inception report (work plan submission)- 10%</li> <li>• Presentation on Benchmarking Report: International Study- 25%</li> <li>• On Submission of Draft Detailed Project Report (DPR)- 40%</li> <li>• Submission of Final DPR submission- 25%</li> </ul>	<p>We propose following modifications in payment schedule</p> <ul style="list-style-type: none"> <li>• On submission of Inception report (work plan submission) - 10%</li> <li>• Presentation on Benchmarking Report: International Study - 30%</li> <li>• On submission of Draft Detailed Project Report - 40%</li> <li>• On submission of Final DPR - 20%</li> </ul>	No Change
14	Section 5.5: Payment Terms Page 36	Receipt of final payment after approval of DIPP.	Would request to define timeline for approval of deliverables by DIPP in the contract.	Refer clause no.6.2 (c) at page no. 74 of RFP.

15	Point No. 5: Form 6.1- Pre-Qualification Proposal Submission Form & Compliance Sheet Page 38	We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.	We propose to modify the language of point number 5 which read as follows: “We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for accepted breach on our part <b>which in any manner may impair our provision of the services under the proposed engagement.</b> ”	No Change
----	--	--	--	-----------



16	Point No. 9- Form 6.1- Pre- Qualification Proposal Submission Form & Compliance Sheet Page 39	We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us <b>or by any of our affiliates</b> . We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.	We propose to modify the language of the sentence, which read as follows: “We (DTTILLP) further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government and convicted by a court of law for any offense committed by us or <b>any of our associates</b> . We further certify <b>neither we nor any of our consortium members</b> have not been barred by central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of the RFP.”	No Change
----	---	---	---	-----------

17	Point No. 10- Form 6.1- Pre- Qualification Proposal Submission Form & Compliance Sheet Page 39	We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.	We propose to modify the language of Point number 10, which read as follows: “We (DTTILLP) further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our <b>Partners / Senior Directors / Managers/employees who would be working on the proposed assignment under this agreement/RFP.</b> ”	Accepted. Please refer corrigendum no.17
18	Clause 3.8.1- Section 9: Contract Agreement Page 72	All reports and other documents (collectively referred to as “ <b>Project Documents</b> ”) prepared by the Implementing Agency in performing the Services shall become and remain the property of the DIPP, and all intellectual property rights in such Project Documents shall vest with the DIPP.	We propose to modify the sentence, which read as follows: “ <b>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.</b> ”	No Change
19	Clause 3.8.2- Section 9: Contract Agreement Page 72	The Implementing Agency shall not retain any of such Project Documents	We propose to modify the sentence, which read as follows: “ <b>DTTILLP may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations</b> ”	No change

20	<p>Clause 3.8.3- Section 9: Contract Agreement</p> <p>Page 72</p>	<p>The Implementing Agency shall hold the DIPP harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the System Integrator or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the DIPP.</p>	<p>We request to make this clause mutual with a similar indemnification from the client.</p>	<p>No change</p>
21	<p>Clause 7.2.1: Liquidated Damages for error/variation- Section 9: Contract Agreement</p> <p>Page 76</p>	<p>The consequential damages thereof shall be quantified by the DIPP in a reasonable manner and recovered from the Implementing Agency by way of deemed liquidated damages, subject to a maximum of the Agreement Value.</p>	<p>We request to limit the overall Liquidated Damage under this contract to a <b>maximum of 10% of the contract value.</b></p>	<p>Refer clause no. 7.2.2 Liquidated Damages for delay at page no. 76 of RFP</p>

22	Section 10.2 (C): Compliance with Laws Page 80	Implementing Agency agrees and undertakes to observe, adhere to, abide by, comply with all Applicable Laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their <b>employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect DIPP and its employees/officers/staff/personnel/representatives/agents</b> from any failure or omission on its part to do so.....	We would like to negotiate on this part during contract finalization, should we be selected as preferred bidder	No response needed since the query is more in the nature of a suggestion.
----	---	---	---	---

23	<p>Section 10.2 (D): Compliance with Laws</p> <p>Page 80</p>	<p>Implementing Agency represents and warrants that it has obtained all the consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any Applicable Law, government regulation/ guidelines and shall keep the same valid and in force during the Term and shall endeavour to promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate DIPP and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p>We would like to negotiate on this part during contract finalization, should we be selected as preferred bidder</p>	<p>No response needed since the query is more in the nature of a suggestion.</p>
----	--	--	--	--

Name of Organization		Grant Thornton India LLP		Response
Sl.No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Clarification Sought	
1.	Page No. 11, Section 1.5 Tender Fact Sheet	Last date, time & venue for submission of bids	We request the extension of the date of submission to two weeks from the date of response to the queries for pre-bid clarifications i.e., after the first week of August.	• Refer Corrigendum No. 22.
2.	Page No. 15, Section 2.9.1 Bid Submission Instructions	Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the highest rank will be opened.	Request amendment of plurality to: “Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be opened, starting from the applicant that secures the highest rank.”	No change
3.	Page No. 22, 3.2 Technical Evaluation Criteria – 1.1 Company Background and Experience	The bidder must be operating in India for the last five years ending 31st March 2017, with an annual turnover of	“the bidder must have been operating in India for the last five years and have an annual turnover (in the last three financial year ending 31st March 2016) of” Further, we request amendment of year to 31st March 2016 or acceptance of provisional audited annual financial statements for the FY 2016-17.	Refer Corrigendum No. 19

4.	Page No. 23, 3.2 Technical Evaluation Criteria – 2.1 Project Director	Should have at international experience of Supporting government transformation	Request change of clause to: “Should have national/ international experience of Supporting government transformation”	Refer Corrigendum No.20
5.	Page No. 32, Section 4.3.2.1	4.3.2.1 After the current state analysis, consultant have to visit following countries:	Request addition of clause to enable DIPP to facilitate co-ordination with the local government departments of the stated countries in order for a smooth liaison to prevail.	Yes, Refer clause no. 5 ‘Obligation of DIPP’ at page no.73 of RFP.
6.	General		We request amendment of requirement of audited financial statements to 31st March 2016 or acceptance of provisional audited annual financial statements for the FY 2016-17.	Refer Corrigendum No. 19
7.	General		Please provide the Bank Account Details (Account Number, Name of the Account Holder, IFSC code, Name of the Bank) which is required for our banker to issue the Bank Guarantee.	Refer Clause No. 2.6 at page no. 14 of RFP.

All bidders may kindly note that this clarification along with the corrigendum is now part of RFP and should be attached and submitted with the RFP document. Each page of the notice should be signed and stamped by bidder as token of acceptance. All other terms and conditions in the RFP remain unchanged.

**Director (BE-I)**

Department of Industrial Policy & Promotion  
Ministry of Commerce and Industry  
Udyog Bhawan, New Delhi- 110011