

**Pre-bid Queries/Pre-bid Meeting held on 11<sup>th</sup> April, 2017**

**APPOINTMENT OF CONSULTING AGENCY FOR ASSISTANCE IN EASE OF DOING BUSINESS INITIATIVES FOR STATE LEVEL REFORMS**

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<b>Deloitte</b>					
1.	2.4.7 Point (ii)	10	The Agency will have to travel to different States/UTs at any given point of time. In such cases, the transportation charges shall be borne by the client based on approved norms of the department and in consultation with IF wing, DIPP	We would request for sharing of the approved norms of DIPP for domestic travel of the consultants. This will help us to assess whether it is significantly different from the internal policy of Deloitte that is applicable for its consultants. We request that the boarding and lodging expenses during such domestic travel taken at the request of DIPP shall also be borne by DIPP since it is difficult for the consulting firm to estimate the number/ duration of domestic trips required for this project.	The Agency will have to travel 12 times in a year. Two team members will travel for the same. The cost for the travel and lodging should be integrated in the proposal by the bidder. If the agency is required to travel more than 12 times, the travel and lodging cost will be borne by the Government.
2.	Technical Evaluation: Experience	13	Experience of consulting / executing projects to improve ease of doing business in India and abroad	a) Global experience would be critical in bringing in best practices to the Indian context and hence we propose a change in the marking for experiences in India and abroad from 30 and 10 respectively to 25 and 15	No change is proposed
3.	Technical Evaluation: Experience	13	Project Manager -1 Resource Team Members - 5 resources Total – 6 Members.	a) From our experience in similar projects in various States in India, we feel that during the tenure of the engagement, simultaneous visits / interactions may be required with multiple states and stakeholders therein. Given the	No change is proposed

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				<p>same, a team comprising 1 Project Manager and around 10-12 team members would be required for providing support to all the states/ UTs. We request you to consider the same.</p> <p>b) We request you to consider modifying the experience/ educational qualification for Personnel as follows:</p> <ul style="list-style-type: none"> <li>• Team Members (Educational Qualification): BE/B.Tech/Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA/ M.Tech or equivalent</li> <li>• One team member should have a minimum qualification of LLB / CS</li> <li>• Two members should have a minimum qualification of MBA / PGDBA / M.Tech or equivalent</li> </ul>	
4.	Final selection basis	14	Weights for technical and financial scores would be in the ratio of 70:30	We propose to change the weightages to be in the ratio of 80:20, given the significant focus on technical skills for successful execution of project	No change is proposed
5.	Form 3D	25	Please provide experience of the registered firm/company/partnership who is applying (do not share experience of sister companies/subsidiaries)	For organizations constituted as network of firms and sharing the same brand, we would request for the experience of the member network firms to be also considered, specifically for international experience.	Only the bidding entity's experience will be taken into consideration.
6.	Section 5. Terms of Reference	40	Clarity on field level support to be provided	Please confirm whether our understanding as stated below is correct: While the focus for providing hand-holding support would be limited to the 17 states named in sl. no. 8, we may be called to offer support to other states / UTs as well. Further,	Yes

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				the visit for field surveys would need to cover all states / UTs.	
7.	Section 5. Terms of Reference Point 4	40	Provide suggestions, design guide for redesigning of the web portal for updates on implementation of business reforms by State Governments. The portal shall be designed to take feedback from Industry and Users to understand the actual implementation and usage of the action points.	We understand that the consulting agency's role would be restricted to providing inputs/ suggestions for redesigning the web portal of DIPP for updates on implementation of business reforms by State Governments; and taking feedback from Industry and Users on actual implementation and usage of the action points. No support is envisaged for actual development of such a portal as part of the current assignment. Please confirm.	Yes
8.	Section 5. Terms of Reference Point 6	40	The Agency will make sure the State Reform Portal is up to date and maintained on a day to day basis	We understand that the consulting agency's role would be to follow-up with the respective State Nodal agencies for making updates to the portal on a regular basis, given the fact that actual progress would need to be reported by them. However, we can highlight specific instances which have already been implemented through hand-holding support provided, which may not be reflected accurately in the State Reform Portal.	Yes
9.	Section 5. Terms of Reference Point 7	41	The agency shall prepare a framework to undertake a field survey on reforms implemented by States as per Business Reform Action Plan, 2016, which has 340 action points for ease of doing business. The list and status of reforms is available at: <a href="http://www.eodb.dipp.gov.in">http://www.eodb.dipp.gov.in</a>	We understand that feedback needs to be obtained from sample Large, Medium and Small Industries across all states / UTs. Please confirm. Further, please confirm whether all the States/ UTs would have to be covered in this survey for all the thematic areas or can we sample	Yes all States/UTs will be covered. The sample size and the areas for survey will be decided by the Client.

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				select states for each of thematic areas.	
10.	Section 5. Terms of Reference Point 8	41	<p>The agency shall be responsible for assisting State Governments of below mentioned States for implementation of business reforms for year, 2017. The target of reform implementation is at least 70% for all states. Steps should be taken to ensure that these States/UTs score above 70% in the Business Reforms Action Plan, 2017. (Table presenting 17 states)....</p> <p>Apart from these States, the agency shall be responsible for assisting all other State Governments as and when required. The agency shall also travel to the States/UTs as per the requirement</p> <p><b>Note:</b> The names of the States are as mentioned in the RfP.</p>	<p>We understand that the consultant's role would be limited to providing advice/guidance to the States in implementing the Business Reforms Action Plan 2017. The consultant shall not be responsible for the following at the state / UT level:</p> <ul style="list-style-type: none"> <li>• Drafting new Acts/ Rules/ Regulations/ Policies, drafting amendments to be made in any Act/ Rule/ Regulation/ Policy etc.</li> <li>• Process reengineering, providing Functional Requirement Specifications, System Requirement Specifications etc.</li> <li>• Implementation of Single Window IT portal</li> </ul> <p>Please confirm.</p>	<p>The selected agency will provide advice/guidance to States/UTs as well as drafting of notifications and amendments. But the agency will not be held liable if the State/UT does not implement a reform.</p>
11.	Section 5. Terms of Reference Point 11	41	<p>The agency shall assist DIPP in organizing meetings, workshops, seminars and Stakeholder Consultations' etc. The agency shall prepare presentations and support material for the same.</p>	<p>We request you to clarify whether the costs associated with organizing workshops and seminars will be borne by DIPP or the consulting agency. If it has to be borne by the consulting agency, we would request for the same to be reimbursed on actuals, given it is difficult to ascertain the exact numbers at this stage.</p>	<p>The cost associated with organizing workshops and seminars will not be borne by the Agency.</p>

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12.	Form 3A: Pre-Qualification Proposal Submission Form Point 5	20	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 request that the clause be modified to: "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 accepted breach on our part which in any manner may impair our provision of the services under the proposed agreement."	No change is proposed
13.	Form 3A: Pre-Qualification Proposal Submission Form Point 11	21	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 request that the clause be modified to: "I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners / Senior Directors / Managers / Employees who would be working on the proposed assignment".	No change is proposed
14.	Clause 3.2.3 (b)	47	If the Work order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Consulting Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such	We request you to consider defining "satisfactorily performed" to ensure clarity on applicability of this clause in case of termination.	No change is proposed

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			<p>circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.</p>		
15.	Clause 3.3.3	48	<p>On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.</p>	<p>We request the clause be modified to:  “On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client. The Consulting Agency may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations”.</p>	No change is proposed
16.	Clause 3.4.3	49	<p>Confidentiality: The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client’s business or operations without the prior written consent of the Client.</p>	<p>We request that the clause be modified to:  “Confidentiality: The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client’s business or operations without the prior written</p>	No change is proposed

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				consent of the Client. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year”.	
17.	Clause 3.4.5	49	Liability of the consulting agency	We request that the following clause be added after clause 3.4.5 “Notwithstanding anything contained in the contract, Client agrees that the consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such losses are finally judicially determined to have risen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	No change is proposed
18.	Clause 3.8.1.1	51	The Consulting Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.	Given the fact that deliverables would be based on data provided by the respective state / UT agencies and departments, accuracy of deliverables would be based on accuracy of data provided to us and requisite data sources used would be captured in the deliverables. Given the same, we would like to negotiate on this clause in case the engagement / project is awarded to us.	No change is proposed

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19.	Clause 3.9.1	51	<p>If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.</p>	<p>We request that the clause be modified to: "If the selected Consultant fails to complete the Assignment, within the period specified under the work order <b>for the reason solely attributable to the Consultant</b>, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value."</p>	<p>Clause 3.9.1 stands amended as ""If the selected Consultant fails to complete the Assignment, within the period specified under the work order <b>for the reason solely attributable to the Consultant/team working on the assignment</b>, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value."</p>



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20.	Clause 4.1.1	51	The Work order shall not be assigned by the Consulting Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.	Given we are an audit firm, we would like the assignment clause to be mutual to protect any potential case of independence impairment on account of assignment by the client, if applicable,	No change is proposed
21.	Clause 4.1.3	51	Indemnity: The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively –Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the	We believe that the client has recourse to adequate damages for all eventualities as part of the proposed work order and hence this clause with such widely drawn indemnities may be dropped and substituted for aspects like 3rd party IPR infringement indemnities only.	No change is proposed

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			<p>commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>		
22.	Clause 4.1.7.3	53	<p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations</p>	<p>We request that the clause be modified to:          “The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such</p>	No change is proposed

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			<p>under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.</p>	<p>time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will <b>immediately</b> refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee <b>immediately</b> provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.”</p>	

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23.	Clause 4.1.8.1	53	Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on case to case basis.	We request capping the overall penalty / LD amount under the contract to 10%, vis-à-vis current contract having provision of 10% for LD, 10% for Performance Bank Guarantee and 20% penalty under this clause.	Amount payable is the quarterly payment to be made by the client. Hence no change proposed.
<b>KPMG</b>					
24.	Clause 2.4.7	10	The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, <b>excluding service tax</b> , shall be deemed to be included in the cost shown under different items of Financial Proposal.	Please confirm that the financial proposal shall also be excluding any cess such as Swacch Bharat cess, Krishi Kalyan cess, etc.	The financial proposal shall include the project cost plus services tax and cess applicable but should be presented separately.
25.	Clause 2.4.7	10	The Agency will have to travel to different States/UTs at any given point of time. In such cases, the transportation charges shall be borne by the client based on approved norms of the department and in consultation with IF wing, DIPP.	It is requested to also reimburse the costs associated with accommodation / lodging as per norms of the department. Also, please clarify the indicative frequency of such travel. As it is a long term engagement for 2 years, the frequency of field visits or visits to States/UTs cannot be ascertained in advance, therefore, it is	The Agency will have to travel 12 times in a year. Two team members will travel for the same. The cost for the travel and lodging should be integrated in the proposal by the

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				requested that for any approved travel, all associated travel charges to be reimbursed on the basis of the actuals.	bidder. If the agency is required to travel more than 12 times, the travel and lodging cost will be borne by the Government.
26.	Clause 2.6.4	12	Bidder should have experience (completed/ ongoing) related to ease of doing business Central / State department in India in last 3 years	Please clarify on the value as well as duration of such experience required.	No minimum value or duration.
27.	Clause 2.6.5	13	Experience of consulting/executing projects to improve ease of doing business in India.		
			Experience of consulting/executing projects to improve ease of doing business abroad.		
			Experience of consulting projects related to Business Process reengineering in Central/State Government Departments.		
			Experience of undertaking one large stakeholder assessment/survey under Central Government Ministry		

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28.	Clause 2.6.5	13	Qualification, skills and experiences of Project Manager (Minimum Experience 9 years) with experience of working in Ease of Doing Business projects (Total-1 resource)	Please provide objective bifurcation of maximum 10 marks and clarify the duration of experience required in EoDB projects for achieving maximum marks	The evaluation would be done by the Technical Committee based on the qualification and the experience of the resources.
29.		13	Qualification, skills and experiences of Team members (Minimum Experience 5 years) with: - Education (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent – Experience of working in Ease of Doing Business projects The qualification (of 5 resources), should be as follows:- — One team member should have a minimum qualification of LLB, — One should have minimum qualification as a CA, — Two team members should have a minimum qualification of MBA/PGDBA and; — One should have a qualification of Post Graduate in Commerce/ Economics. (Total-5 resources)	Please clarify the value/duration of experience required in EoDB projects to obtain maximum marks. Please confirm whether the proposed profile fulfilling all the criteria herein would get maximum marks.	The evaluation would be done by the Technical Committee based on the qualification and the experience of the resources.
30.	Clause 2.6.5	13	Qualification, skills and experiences of Team members (Minimum Experience 5 years) with: - Education (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent - Experience of working in Ease of Doing Business projects	We request the minimum experience criteria of the proposed resources be reduced to three years.	No change proposed

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			<p>The qualification (of 5 resources), should be as follows:-</p> <ul style="list-style-type: none"> <li>• One team member should have a minimum qualification of LLB,</li> <li>• One should have minimum qualification as a CA,</li> <li>• Two team members should have a minimum qualification of MBA/PGDBA and;</li> <li>• One should have a qualification of Post Graduate in Commerce/ Economics.</li> </ul>		
31.	Clause 2.6.6	14	<p>Final selection: The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each applicant by the client and all the applicants who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30. The applicant with the highest weighted score would be awarded the</p>	Request you to change the ratio of technical and financial score from 70:30 to 80:20 to give due cognizance to the experience of the bidder which is important for successfully managing the complete program.	No change proposed

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			contract.		
32.	Clause 2.1.7	6	Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DIPP, whose decision shall be final.	We request that any arbitration which is final in nature should be judged by an independent arbitrator who is not an interested party to the contract, in accordance with the Indian Arbitration Act. This is in accordance with the principle of natural justice that no person can judge a case in which they have an interest.	No change proposed
33.	<b>2.13 / 2.4.6</b>	18	The last date of submission of Proposal is 24th April, 2017, 15:00 Hours	Considering the technical complexity of the proposal and the emphasis of the evaluation procedure on qualitative aspects, it is requested that two weeks additional time be provided to the respondents for submission of their proposals.	No change proposed
34.	Form 3D	25	Form 3D: Format for highlighting relevant experience - Kindly provide supporting documents such as contract/work order copy etc.	It is requested to allow relevant pages (such as mentioning SoW, duration and fees) of the contract /work order etc. to be included as supporting document as due to nature of such assignments, mostly are confidential in nature.	Yes



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35.	Form 3D	25	Form 3D: Format for highlighting relevant experience - Names of 5 professionals and qualification details:	There might certain projects with less than 5 professionals. Please advise	It will be considered if in certain projects there are less than 5 professionals
36.	Section- 5	41	The agency shall prepare a framework to undertake a field survey on reforms implemented by States as per Business Reform Action Plan, 2016, which has 340 action points for ease of doing business. The list and status of reforms is available at: <a href="http://www.eodb.dipp.gov.in">http://www.eodb.dipp.gov.in</a>	Please clarify the indicative frequency and duration of such field surveys. Also, please clarify if it will be the prerogative of the department to assess “who” and “how many” would be going for such surveys or the selected bidder would select the same. Kindly confirm that all costs associated with such field surveys (primarily transportation and lodging) shall be borne by the department.	The survey will be conducted in all 36 States/UTs once a year for 3 days each. Two team members will travel for the same. The cost for the survey including travel and lodging should be integrated in the proposal by the bidder.
37.	Section- 5	42	The agency shall assist DIPP in organizing meetings, workshops, seminars and Stakeholder Consultations’ etc. The agency shall prepare presentations and support material for the same.	Please confirm that the selected bidder shall not be bearing any cost in relation to organizing or managing such events (such as venue, transportation etc.).	The cost associated with organizing workshops and seminars will not be borne by the Agency.
38.			The agency shall assist in dissemination of information regarding business reforms undertaken through social media and print media, TV etc.	Please confirm that selected bidder’s scope will be limited to only preparation of such information and all the cost of dissemination (through any media) shall be borne by the department. Also, activities such as as designing of advertisement for print media, TV, social media management etc. are generally performed by advertising or media agency as separately engaged (or outsourced) by DIPP.	The selected bidder will be responsible for content generation.

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				Request to clarify, If management of advertising or media management is part of current scope. As this may include either sub-contracting part of work or hire extra resources for the design and social media management work.	
39.	Form 3A and 3G	21 and 32	We further certify the 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.	Please clarify whether the word "Director" in this clause refers to Board of Directors or Directors by designation.	Board of Directors and Directors by designation
40.	Section- 5	41	The agency shall support in undertaking feedbacks from all States/UTs for reforms implemented as per Business Reforms Action Plan, 2017.	Please clarify on the mode/mechanism of seeking such feedback.	As clarified above.
41.	Clause 3.9	51	Liquidated damages: If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.	1. Considering the successful performance of work is subject to the implementation of the Consultant's recommendation(s) by a State Government, please clarify that the Consultant shall not be penalized in the event of recommendations not being implemented by the State, for reasons not attributable to the consultant's performance. 2. The criteria for imposition of liquidated damages under this clause cites underperformance and undue delays, which may be construed to subjective interpretation of the Agency. We request that any penalty associated with delay be defined as a "percentage price of a payment milestone" instead of a right to invoke a performance	No change proposed

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				<p>guarantee, as is envisaged in Rule 225, sub-clause (g) of GFR 2016, which states liquidated damages are applicable “Where deliveries are accepted beyond the scheduled Delivery Date subject to levy of liquidated damages as provided in the Contract, the liquidated damages (if a percentage of the price) will be applicable on the price as varied by the operation of the Price variation clause.”</p> <p>3. We request that any right to forfeit performance guarantee in addition to other administrative action is a severe penalty which must be exercised only in the event of an un-remediable breach, subsequent to providing the Consultant with reasonable time to rectify such breach.</p>	
42.	Clause 4.1.8	53	<p>Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on case to case basis.</p>	<p>The criteria for imposition of penalties imposed under this clause may be interpreted as subjective in the absence of correlation to specific SLA’s associated with the consultant’s performance.</p> <p>1. Accordingly, it is requested to define specific instance (which define such delays in provision of services) in which penalty under the clause may apply. Further it is requested that any penalty for deficiency be associated as a percentage of the relevant deliverable as proposed under the GFR 2016.</p> <p>2. Penalty is said to be calculated on “amount payable”. We assume this refers to quarterly</p>	Same as serial number 23.

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				<p>payment, kindly clarify.</p> <p>3. It is a standard industry practice to limit cumulative penalties to 10% of the total contract value.</p> <p>4. Considering the successful performance of the Consultant's work is subject to the implementation of the Consultant's recommendation(s) by a State Government, please clarify that the Consultant shall not be penalized in the event of recommendations not being implemented by the State, for reasons not attributable to the consultant's performance.</p>	
<b>PWC</b>					
43.	Section 2.4.7	10		<p>Query: As is currently stated, in case of travel to different States/Union Territories, the client will bear transportation charges based on approved norms of the Department.</p> <ul style="list-style-type: none"> <li>• Does this include cost of accommodation and lodging, if any?</li> <li>• Please provide the approved norms of department. Generally the firm provides air travel for its employees. Does the department intend to bear air fare costs. Please clarify.</li> <li>• If the department intends to bear the transport/ conveyance cost, liability of organizing and arranging travel remains with the department.</li> </ul>	<p>The Agency will have to travel 12 times in a year. Two team members will travel for the same. The cost for the travel and lodging should be integrated in the proposal by the bidder.</p> <p>If the agency is required to travel more than 12 times, the travel and lodging cost will be borne by the Government.</p>

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44.	Section 2.6.4			<p>Query: As is currently stated, the bidder should have experience of ease of doing business in Central/State department in India in the last three years.</p> <ol style="list-style-type: none"> <li>1. What are the maximum number of projects required to achieve the score of 55 marks under each category of eligible projects</li> <li>2. What is the time frame for eligible projects i.e. The eligible project should be undertaken in last how many years (e.g. projects in past 10 years)</li> <li>3. What is the minimum contract value for eligibility of a project</li> </ol>	<ol style="list-style-type: none"> <li>1. For “Experience of consulting/executing projects to improve ease of doing business in India”, a project will be awarded 5 mark each. But the final decision will be taken by the technical evaluation committee.</li> <li>2. No minimum time frame in case of technical evaluation.</li> <li>3. No minimum contract value.</li> </ol>
45.	Section 2.6.5	13		<p><b>Request:</b> Please define the maximum number of projects that can be cited in this section, for each sub-criteria.</p> <p><b>Query:</b> Please clarify:</p> <ol style="list-style-type: none"> <li>1. Evaluating/Marking procedure for arriving at the scores for all sub-criteria</li> <li>2. Eligibility criteria for citing ongoing engagements (Duration, Billing, etc)</li> <li>3. Can the same project be cited under “Experience of consulting/executing projects to improve ease of doing business in India” and under “Experience of consulting projects related to Business Process reengineering in Central/State Government Departments”</li> </ol>	<p>1&amp;2: Already clarified above.</p> <p>3. No change proposed</p>

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46.	Section 2.6.5	13		<p><b>Query:</b> As is currently stated, Project manager/Team members should have experience of working on Ease of Doing Business projects.</p> <ul style="list-style-type: none"> <li>• Do Business Process Reengineering projects count towards required experience?</li> <li>• How many projects are required to be shown for maximum scoring, for Project Manager/Team members?</li> <li>• Evaluation/Marking procedure for arriving at the scores for Project manager/Team members</li> </ul>	No change proposed.
47.	Section 2.6.6	14		We suggest given the fact that the RfP intends to shortlist technically competent and experienced firm, the authority may adopt an 80:20 QCBS scoring mechanism. This may enable selection of the most competent firm to deliver the intended scope.	No change proposed
48.	Section 3.6.2	50		<p><b>Request:</b> Kindly change payment terms for engagement to equal monthly installments, instead of equal quarterly installments, as is currently stated.</p>	No change proposed
49.	Section 2.1.8 Section 3.2.1	7 47		<p><b>Query</b> There is conflicting information regarding notice period for termination of the engagement in the RFQ.</p> <ul style="list-style-type: none"> <li>• As per Instruction to applicants, Client will have the right to terminate the assignment by giving 30 days' notice.</li> <li>• While as per Standard form of Work</li> </ul>	Section 2.1.8 and 3.2.1 stands amended as: Termination of Assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days written

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				<p>Order, Client or the Consulting Agency should be able to give notice of three months for the termination of Project</p>	<p>notice. In the event of termination for no fault of Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof). If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.</p> <p>And Section 3.2.1 (g) stands amended as:  “if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Work order”</p>
50.	Section 5	40-42		<p><b>Query</b>  As stated under points 7 and 10 of the Terms of Reference, the agency’s role for the Survey will be limited to preparing the overall framework for the field survey, and defining</p>	<p>The selected bidder will be responsible for conducting the field survey</p>

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				<p>the sample size for the same.</p> <ul style="list-style-type: none"> <li>Which department/agency will be responsible for conducting the field survey?</li> </ul>	
51.	Section 5	40-42		<p><b>Request</b></p> <p>As is currently stated, the agency shall assist in dissemination of information regarding business reforms undertaken through social media and print media, TV etc. Various capabilities are required for this scope item.</p> <p>A Creative partner develops the overall design of all collaterals, and a Media partner provides support for all media and information dissemination activities.</p> <ul style="list-style-type: none"> <li>We request to limit the role of the consulting agency to reviewing content/providing inputs for creation of collaterals for dissemination of information.</li> </ul>	The selected bidder will be responsible for content generation.
52.	2.6.5	13	Experience (55 marks)	We request the Authority to provide the criteria for scoring against various sub-parameters.	The evaluation would be done by the Technical Committee based on the projects
53.				We propose that instead of number of projects, the evaluation criteria could be based on the tenure of engagement. For instance, a firm with experience of being engaged with State Governments for the entire duration of implementation of reforms from the date of issue of final reforms action	The evaluation would be done by the Technical Committee based on the projects



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				plan by DIPP till the assessment results are announced may be provided more points compared to another consulting firm which may not have been involved for the entire such duration.	
54.	2.5.2	11	The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.	We request you to kindly also consider Board Resolution as documentary evidence confirming the Authority for signing of the bid.	Para 2.5.2 stands amended as "The Authorized Representative's authorization should be confirmed by a written power of attorney or Board Resolution by the competent authority accompanying the Proposal"
55.	2.12	17	Tentative Schedule of selection process	We request the Authority to provide at least 2 weeks for proposal submission from the date of issue of clarification to the queries.	It is hereby clarified that the last date for submitting technical proposal is extended from 24 <sup>th</sup> April 2017 to <b>2<sup>nd</sup> May 2017.</b>
56.	3.2.3	47	Liquidated Damages	We request the Authority to cap liquidated damages to 5% of the contract value imposed on account of reasons solely attributable to the consultant.	Please refer para 3.9.1 of the RFP
57.	3.4.5	49	Liability of Consulting Agency	We propose that the liability of the consultant may be capped with the clause as follows: " Notwithstanding anything contained in the agreement, DIPP agrees that the Agency shall not be liable to DIPP, for any losses, claims, damages, liabilities, cost or expenses	No change proposed

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				("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee actually paid under the contract for the services provided under the contract. In no event shall the Agency be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage or expense relating to the services provided pursuant to this Contract."	
<b>ERNST &amp; YOUNG</b>					
58.	Section 2 2.4.7	11	(i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	Travel to states may be quantified or kept out of financial proposal as reimbursable as it may vary as per travel required. Also please provide the "approved norms of the department" so that it would be helpful in arriving at the financial quote, since the financial quote has to be a lumpsum contract. (ii) The Agency will have to travel to different States/UTs at any given point of time. In such cases, the transportation charges shall be borne by the client based on approved norms of the department and in consultation with IF wing, DIPP. (iii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall	The Agency will have to travel 12 times in a year. Two team members will travel for the same. The cost for the travel and lodging should be integrated in the proposal by the bidder. If the agency is required to travel more than 12 times, the travel and lodging cost will be borne by the Government.

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				be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.	
59.	Section 2 2.1.13 (e)	8	acknowledged that it does not have a Conflict of Interest;	Please clarify if the agency is working with any of the state governments in implementation of the reforms, will this be treated as conflict of Interest? Also clarify if it would not be a conflict of interest, will there not be any perceived conflict by the State Governments after / during the evaluation?	No
60.	Section 2 2.6.5	13	Experience of consulting/ executing projects to improve ease of doing business abroad.	Please confirm whether it is sufficient that the firm as a whole has done the engagements abroad.	Only the bidding entity's experience will be taken into consideration.
61.	Section 2 2.6.5	13	Technical Evaluation Experience of consulting/ executing projects to improve ease of doing business in India.	Please clarify if experience of EODB as a part of a larger scope involving investment promotion project will be considered for evaluation?	Investment Promotion Projects do not count under Easing of Business processes.
62.	Section 2 2.6.5	13	Experience of undertaking one large stakeholder assessment/ survey under Central Government Ministry	Please clarify, what kind of stakeholder assessment/ surveys would be considered as experience for evaluation.	The agency should have experience in stakeholders' assessment/surveys conducted through questionnaire or interviews
63.	Section 2 2.6.5	13	Qualification, skills and experiences of Project Manager (Minimum Experience 9 years) with experience of working in Ease of Doing Business projects	Request that the project manager need not be an MBA, but has requisite experience, skills of working in EODB projects.	No requirement of MBA in the clause.
64.	Section 2	13	Education (BE/B.Tech/ Commerce/ LLB/	Request to consider any post-graduation	No change proposed

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	2.6.5		CA/ CS/ Economics and MBA/PGDBA or equivalent <ul style="list-style-type: none"> <li>•One team member should have a minimum qualification of LLB,</li> <li>•One should have minimum qualification as a CA, Two team members should have a minimum qualification of MBA/PGDBA and;</li> <li>•One should have a qualification of Post Graduate in Commerce/ Economics.</li> </ul>	degree as well in addition to the fields mentioned.	
65.	Section 2 2.6.5	13	Experience of working in Ease of Doing Business projects	How the experience would be evaluated against the resources please clarify	The evaluation would be done by the Technical Committee based on the qualification and the experience of the resources.
66.	Section 2 2.6.5	14	Evaluation Process	Please clarify how the markings would be allocated to the firms?	The marking system has already been elaborated at Section 2.6.5 of RFP.
67.	Section 2 2.12	17	Proposal due date	Request to extend the proposal due date to at least 3 weeks from the date of issuance of the clarifications to the pre bid queries.	It is hereby clarified that the last date for submitting technical proposal is extended from 24 <sup>th</sup> April 2017 to <b>2<sup>nd</sup> May 2017.</b>
68.	<b>Form 3G Technical Proposal Submission Form</b> Clause 5	32	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	Request to exclude this clause from the Technical Proposal Submission Form	No change proposed

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			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.		
69.	<b>Terms of Reference</b> Point 2	41	The Agency will assist in reviewing of the reforms shared by States/UTs and check the veracity of the reforms.	Please explain in detail the activity and scope of the consultant during the review of the reforms	The Agency will help the Government reviewing of the reforms shared by States/UTs and check the accuracy of the reforms.
70.	<b>Terms of Reference</b> Point 3	41	The Agency will handhold and guide the States/UTs in terms of implementation of business reforms. The Agency will undertake meetings/ workshops with all States/ UTs and support them in understanding of the business reforms and in implementing them.	Please explain in detail the level of handholding to be done to the states. As certain states already have consultants already appointed. Also level of handholding would range from passive clarification to drafting actual notifications/ reforms.	The selected agency will provide advice/guidance to States/UTs as well as drafting of notifications and amendments. But the agency will not be held liable if the State/UT does not implement a reform.
71.	<b>Terms of Reference</b> Point 7 & 10	42	The agency shall prepare a framework to undertake a field survey on reforms implemented by States as per Business Reform Action Plan, 2016, which has 340 action points for ease of doing business. The list and status of reforms is available at: <a href="http://www.eodb.dipp.gov.in">http://www.eodb.dipp.gov.in</a> For undertaking the survey, the sample size shall be devised by agency as per Score of implementation of Business Reforms Action Plan, 2016, presence of Large,	Please provide an indicative list of surveys to be done for each state	Please refer serial number 36.

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			Medium and Small industry segment and focused sectors of respective States.		
72.	<b>Terms of Reference</b> Point 8	42	The agency shall be responsible for assisting State Governments of below mentioned States for implementation of business reforms for year, 2017. The target of reform implementation is at least 70% for all states. Steps should be taken to ensure that these States/UTs score above 70% in the Business Reforms Action Plan, 2017.	With the six member team at the central, it would be difficult to achieve the target of 70% compliance in all 17 the UTs and states listed. Request to remove this.	The selected agency will provide advice/guidance to States/UTs and will simply work towards helping the States achieve the target. The agency will not be held liable if the State/UT does not implement a reform or fails to achieve the target. Hence no change proposed in the clause.
73.	Other			During the process the consultant is not required to develop the software/ do any IT implementation. It is understood that this is not part of the scope of work and the consultants would only support the IT developer in maintaining the website. Please confirm.	Yes
74.	<b>Form of Work Order</b> Clause No. 3.3.1	48	<b>Commission to own intellectual property created:</b> All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all	Request to modify the clause as under <b>Commission to own intellectual property created:</b> All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all information	No change proposed

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			information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.	(including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the <u>Consultant</u> Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.	
75.	<b>Form of Work Order</b> Clause 3.4.6	49	<b>Professional Liability Insurance:</b> Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency_s negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].	Request to modify the clause as under <b>Professional Liability Insurance:</b> Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency_s negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].	No change proposed

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76.	<b>Form of Work Order</b> Clause 4.1.3	51	<b>Indemnity:</b> The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold	Request to modify the clause as below <b>Indemnity:</b> The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall not	No change proposed



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			harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	<u>exceed the maximum fees received by the Consulting Agency under the relevant agreement and</u> shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	
77.	<b>Form of Work Order</b> Clause 4.1.6	52	<b>Professional Liability Insurance:</b> Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].	<b>Professional Liability Insurance:</b> Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].	No change proposed

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78.	<b>Section 2 Instructions to Applicants</b> Clause 2.1.7	6	Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DIPP, whose decision shall be final.	Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the abovementioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DIPP, <u>a sole arbitrator to be appointed in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, whose decision shall be final.</u>	No change proposed
<b>Frost and Sullivan</b>					
79.	2.6.5  Technical Evaluation  Experience Form 3D (55marks)		<p>a. Experience of consulting/executing projects to improve ease of doing business in India</p> <p>b. Experience of consulting/executing projects to improve ease of doing business abroad</p> <p>c. Experience of consulting projects related to Business Process reengineering in Central/State Government Departments</p>	<p>Could you please share how many projects would you require against the said criteria a, b and c?</p> <p>-Since the idea to support implementation, monitoring and improve the way business is done in India across different states and UTs, we would request you to merge the experience of consulting projects to improve ease of doing business in India or abroad and allocate cumulative points.</p> <p>We believe that the objective of this exercise is for the consultant to use their local knowledge and global expertise to achieve the common goal of improving our 'Ease of</p>	<p>For (a) and (b), 5 marks will be allocated each for projects. For (c) the technical evaluation committee will take the final decision and allocate marks.</p> <p>No change proposed in terms of amending the clause</p>

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				<p>Business' ranking the next year.</p> <p>Our company has worked with some of the top 10 nations in the 'Ease of Doing Business' ranking and would like to utilize our experience towards the same.</p> <p>We would request the clause to amended as:  <b>"Experience of consulting/executing projects to improve ease of doing business in India/abroad"</b></p>	
<b>Addition</b>					
80.	Section 5 Terms of reference	40-42			<p>Section 5 will also include the following terms of reference:  <b>"Devise a time plan within 15 days of receiving work order which shall be approved by DIPP. There shall be monthly review of the deliverables and achievements."</b></p>