Pre-bid Queries

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Ernst & Young LLP					
1.	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 and inter State (viz Mumbai and Delhi) and any other State if need arises, 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. (ii) 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	Travel to Mumbai/ states may be quantified or kept out of financial proposal as reimbursable as it may vary as per travel required.	The financial proposal should be all inclusive including the travel to and from Delhi and Mumbai (if needed). There is no need for covering any other State, since the World Bank ranks India based on law provision/feedback for two cities Delhi and Mumbai.

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			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 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.		
2.	Technical Evaluation Section 2 2.6.5	14	Experience of consulting/ executing projects to improve ease of doing business abroad.	Please clarify whether related projects with agencies like the World Bank/ ADB/ DFID / any other multi-lateral agencies / any other nodal agency would be considered. Also clarify whether Doing Business Reports for a specific country published internationally are considered as related experience.	The applicant company/firm should specifically have experience related to indicators as measure by World Bank in Doing Business Report. Such project should have been carried out by the applicant; however the same could have been undertaken in association with any other agency as well. The project should be only with respect to improving specific country's ranking across the indicators as mentioned in the Doing Business Report of World Bank.

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3.	Technical Evaluation Section 2 2.6.5	14	Technical Evaluation Experience of consulting/ executing projects to improve ease of doing business in India.	Please clarify if EODB is a part in a large project will it be considered for evaluation?	The Ease of Doing Business project as mentioned in Point 2 above can be a part of larger project but it needs to comply with the specifications as mentioned in Point 2 above.
4.	Technical Evaluation Section 2 2.6.5	14	Technical Evaluation Experience of consulting projects related to Business Process reengineering in Central/State Government Departments	Please clarify if BPR related projects to specific Departments in the government machinery are envisaged or it can be for any Department?	The business process re-engineering can be for any Department/Central/State Government.
5.	Technical Evaluation Section 2 2.6.5	14	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.	For carrying the stakeholders' assessment/surveys the consulting agency should undertake quarterly feedback either telephonic or at an e-mail (with a minimum of 20% feedback on each indicator through in person meeting). Following should be 50 number of respondents on a given indicator on **quarterly** basis in Delhi and Mumbai each individually: Starting a Business, Construction Permit, Getting Electricity, Paying Taxes, Trading across Borders,

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					Enforcing Contracts and Registering Property.
6.	Qualification of Personnel Section 2 2.6.5	14	Education (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent	Request to consider any post-graduation degree as well in addition to the fields mentioned.	Of the 5 resources working with project manager, it is clarified that 4 along with the project manager shall be stationed in DIPP and one resource shall be stationed in Mumbai. The qualification of the above mentioned 5 resources, should be as follows:- 1) One resources should have a minimum qualification of a LLB, 2) one should have minimum qualification as a CA, 3) two resources should have a minimum MBA/PGDBA and; 4) 5th resource should have a qualification of Post Graduate in Commerce/Economics.
7.	Qualification of Personnel Section 2 2.6.5	14	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.

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8.	Technical Evaluation 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.
9.	Schedule of Selection Process Section 2 2.12	18	Proposal due date	Request to extend the proposal due date to atleast 3 weeks from the date of issuance of the clarifications to the pre bid queries. As lot of thought and research has to be put into while preparing for the project.	It is hereby clarified that the last date for submitting technical proposal is extended from 24th January, 2017 to **30th January, 2017.**
10.	Terms of Reference Point 4	41	This study would encompass all 10 indicators of World Bank Doing Business Assessment.	In the subsequent years if the indicators are changed, those also have to be considered by the selected consultant. Please confirm.	If indicators are changed by World Bank for ranking the countries across, then the same needs to be accounted for. However, the methodology for this year's ranking has already been decided and is available on-line.
11.	Terms of Reference Point 6	41	The agency will be responsible for continuous engagement with the Central and State Government Ministries/ Departments/ Agencies to ensure the reforms are implemented in the identified timeline so that improvement in	Currently, in addition to central Government Ministries/ Departments, the consultants also have to closely work	Besides Central Government Departments and agencies responsible for implementing the EoDB reforms, no engagement with **other** States/Cities (Besides Delhi and Maharashtra, Mumbai) is

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			rank is achieved well in time.	for Mumbai (Maharashtra) and Delhi. In future is there any idea about other cities (states) like Chennai, Kolkata, Hyderabad, Bangalore, etc. being added for assessment of India's ranking. This would affect the Financial proposal significantly. Please clarify the way forward in this kind of scenario.	envisaged.
12.	Terms of Reference Point 1	41	Conduct a detailed analysis of good practices adopted by top 20 countries as per the World Bank, 2017 report and identifying the best practices adopted by them in the process.	Hope this does not involve visiting these countries. If it involves, expense for the same will be borne by the client.	The study of top 20 countries and their good practices has to be desk based study.
13.	Terms of Reference Point 2	41	2. The Agency shall examine and study the World Bank Doing Business Report methodology in detail and keep the track of changes in methodology, if any.	Tracking changes in methodology will be limited to information in public domain and that shared by World Bank.	Yes

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14.	Terms of Reference Point 5	42	Devise the action plan with a focused approach on the reforms required (amendment in act/rules/circular) towards improving rank in Doing Business Report of World Bank, which needs to be implemented by concerned Ministries, Departments and Agencies (while ensuring that such reforms are in the overall best interest of the country). This may also include proposed drafting for required amendment in act/rules/circulars.	Legal vetting of amendments will be done by the client	Proposed drafting of amendments in Act/Rules/ Circulars has to be done by the team itself as envisaged in the RFP.
15.	Terms of Reference Point 18	42	The agency shall undertake dissemination of information regarding business reforms undertaken through social media (twitter, facebook, etc.) and print media, TV etc. and provide creative designing inputs and also provide material for emailers /flyers etc. This may also include designing of advertisement for dissemination of information.	Please clarify whether the text content for the advertisement (in print media, TV, etc.) would be shared by consultant and the actual advertisement would be done by DIPP or it is the sole responsibility of the consultant to disseminate the information themselves (with	The text contained in the advertisement has to be provided by the consultant. However, it will be the responsibility of the consultant to disseminate the information through social media handles of the Government as identified by the DIPP from time to time and it shall be the responsibility of the consultant to give inputs for e-mail/flyers and disseminate the same through e-mail or social media handle of DIPP in consultation with DIPP.

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				the approval of DIPP). In this the latter case what would be the mode of payment to the consultant.	
16.	Form 3D	26	*Kindly provide supporting documents such as contract/ work order copy etc. *Kindly provide satisfactory completion certificate from the client(s)	Request to consider contract / work orders only as supporting documents. Normally it would be difficult to get the completion certificates once the engagements are completed with the client.	The clause 'Kindly provide satisfactory completion certificate from the client(s)'- stands omitted
17.	Other			Reforms will require development of software/ IT implementation. It is understood that this is not part of the scope of work. Pl confirm.	No
18.	Section II Clause 2.11.3	16	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably,	Request to delete this clause.	This is a standard clause which DIPP has been incorporating in all the RFPs recently and the same shall continue to remain.

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			unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.		
19.	Work Order Clause No. 3.3.1	48	Commission to own intellectual property created: 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 (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.	Request to modify the clause as under Commission to own intellectual property created: 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 (including information that is in electronic form),	No change in clause 3.5.1 is proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				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 Consultant 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.	
20.	Work Order Clause 3.4.6	49	Professional Liability Insurance: 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	Request to modify the clause as under Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and	No change is proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
			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].	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	

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				to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].	
21.	Work Order 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).	Request to modify the clause as below 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	No change is proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
			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 survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. Therefore, going provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	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	

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				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 exceed the maximum fees received by the Consulting Agency under the relevant agreement and shall	

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				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.	
22.	Work Order Clause 4.1.6	52	Professional Liability Insurance: 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)	Professional Liability Insurance: 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	No change is proposed.

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			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].	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].	

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23.	Section 2 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, a sole arbitrator to be	No change is proposed.

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				appointed in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, whose decision shall be final.	
Deloitte					
1.	Clause 2.6.4. Minimum Qualification Criteria, S No 4 and Form 3D, Page 25	12	The Consulting Agency should have experience (completed/ ongoing) related to ease of doing business Central / State department in India or abroad in last 3 years. Supporting Document: Satisfactory Completion Certificate from Clients	Please clarify if, for the ongoing projects, email from the respective clients regarding the project progress would suffice in place of satisfactory completion certificate.	Yes
2.	Clause 2.6.5. Experience	13	Experience of consulting/executing projects to improve ease of doing business abroad. Experience of consulting/executing projects to improve ease of doing business in India. Experience of consulting projects related to Business Process reengineering in Central/State Government Departments.	To bring more objectivity to the evaluation criteria, we request you to consider modifying the three criteria as follows: a) Abroad Experience: Experience of consulting/executing at least	Already clarified above.

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				two projects in two countries to improve ease of doing business. b) India Experience: Experience of consulting/executing at least two projects at state level with a government department/ entity to improve ease of doing business. c) Business Process Reengineering: Experience of at least three consulting projects related to Business Process reengineering in Central/State Government Departments.	
3.	Clause 2.6.5. Qualification of personnel	13	Qualification, skills and experiences of Team members (Minimum Experience 5 years) with: -	a) The current team envisages experience of 5-	Already clarified above.

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			Education (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent - Experience of working in Ease of Doing Business projects (Total-5 resources)	9 years. Given the complexity of underlying issues, we request you to consider Senior level Advisory members for their inputs on a part time basis, as part of evaluation. b) Since the concept of East of Doing Business has been implemented in India since last two years, we request this clause be expanded to include experience in Policy related work, Business Process Reengineering etc. at Central or State	

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				Government Departments/ PSUs. c) We request you to consider modifying the experience/ educational qualification for Personnel as follows: • Project Manager (Experience): Minimum Experience of 8 years with experience of working in Ease of Doing Business projects • Team Members (Educational Qualification) :BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and	

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				MBA/PGDBA / M.Tech or equivalent	
4.	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	No change in the RFP clause is proposed.

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				authority for accepted breach on our part which in any manner may impair our provision of the services under the proposed engagement."	
5.	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: "We further certify that no investigation by a regulatory authority is pending either against us or any of our Partners/ Senior Directors who would be working on the proposed engagement."	No change in the RFP clause is proposed.
6.	Form 3C: Cumulative Annual Turnover of Applicant	24	• Cumulative Annual Turnover • This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.	In our view, there are anomalies in the information sought in the auditor certificate i.e. anomalies between terms of "cumulative annual	Cumulative review from consulting services for the last three financial years should be Rs.15 crores and above.

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				turnover" and "certificate from auditor on payment received". We request you to provide clarity on this.	
7.	Clause 1	40	Conduct a detailed analysis of good practices adopted by top 20 countries as per the World Bank, 2017 report and identifying the best practices adopted by them in the process.	Please clarify on the support that the client (Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Government of India) shall provide to the consulting agency in coordinating with the concerned Government Ministry/ Department of Top 20 countries' as per World Bank 2017 rankings for conducting the detailed analysis.	Clarified above.
8.	Clause 5	40	Devise the action plan with a focused approach on the reforms	We understand that the consulting	Teen structure clarified above.

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			required (amendment in act/rules/circular) towards improving rank in Doing Business Report of World Bank, which needs to be implemented by concerned Ministries, Departments and Agencies (while ensuring that such reforms are in the overall best interest of the country). This may also include proposed drafting for required amendment in act/rules/circulars.	agency is required to provide inputs on amendment of existing Acts / Rules etc. However, the team structure mentioned in the RFP does not include a Legal Expert. We request you to factor-in the position of Legal Expert in the team as a Specialist Resource for part-time involvement.	
9.	Clause 6.	40	The agency will be responsible for continuous engagement with the Central and State Government Ministries/ Departments/ Agencies to ensure the reforms are implemented in the identified timeline so that improvement in rank is achieved well in time.	Please clarify if the Consulting Agency would be held liable for the non-compliance of Government Ministries/ Department/ Agencies in implementing the recommendations of the Consulting Agency within the stipulated time frame.	There should be a justifiable reason and proof that consulting agency had made best effort for the same. There are multiple agencies implementing the DBR report. Same needs to be coordinated by the consulting agency for the reforms.

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				Please clarify the names of the respective State Governments (Maharashtra and Delhi etc.) whose Ministries/ Departments/ Agencies, the Agency would be responsible for engagement given the scope and timelines of Ease of Doing Business Report evaluation criteria for 2018.	
10.	Clause 14	41	The agency shall provide support in implementation of business reforms in Delhi and Mumbai.	We request you to provide additional information regarding the nature of support envisaged from the consulting agency in implementation of business reforms in Delhi and Mumbai.	Query is not specific. However, the nature of support has already been elaborated in detail in TOR and RFP.
11.	Clause 16	41	The Agency shall place 5 resources and 1 project Manager with DIPP for the Indicators mentioned in point	In addition to 1 TL and 5 Team members for	Already clarified above. The profile should be part of the proposal and the same shall be

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			number 3 above and 5 for undertaking the field survey with respondents and users. All officials shall be stationed at DIPP. DIPP shall only provide space (to be stationed) other resources, if needed shall be arranged by the Agency.	Activity No.3 in terms of reference, please clarify the following regarding the additional 5 resources proposed for stakeholder interactions: • Are they required on full time basis in DIPP • Should their profiles be provided in proposal • Will their profiles be part of technical evaluation	part of the technical evaluation.
12.	Clause 17	41	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.	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	The cost shall be borne by DIPP.

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				consulting agency, please confirm whether it needs to be included in the financial proposal.	
13.	Clause 18	41	The agency shall undertake dissemination of information regarding business reforms undertaken through social media (twitter, facebook etc.) and print media, TV etc. and provide creative designing inputs and also provide material for emailers/flyers etc. This may also include designing of advertisement for dissemination of information.	We understand that the consulting agency's role would be restricted to providing inputs to DIPP or the Communications/ Public Relations Agency appointed by DIPP for dissemination of information regarding business reforms. Please confirm.	Already clarified above.
14.	Section 3.2-Termination, Clause 3.2.1	46	Any side (Client or the Consulting Agency) should be able to give notice of 3 months for the termination of Project. If the Agency decides to terminate the project, then the client will forfeit the Performance Guarantee.	We request that the clause be modified to: "Any side (Client or the Consulting Agency) should be able to give notice of 1 month for the termination of Project. If the Agency decides to terminate the	The project is important for Government of India and such a short notice for dissemination is not acceptable. No change in clause proposed.

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				project, then the client will forfeit the Performance Guarantee."	
15.	Section 3.2-Termination, Clause 3.2.2 (a)	46	if the Consulting Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;	We request that the clause be modified to: "if the Consulting Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of fifteen (15) days, after being notified or within such further period as the Client may have subsequently approved in writing;"	No change proposed.
16.	Section 3.3-Intellectual Property, Clause 3.3.3	46	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),	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	No change proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
			Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.	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."	
17.	Section 3.4- Obligation of the Consulting Agency Clause 3.4.3	48	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.	We request 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	No change proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				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. The confidentiality obligations shall survive the termination of this Contract/ completion of services for a period of one (1) year."	
18.	Section 3.4- Obligation of the Consulting Agency Clause 3.4.6	48	Professional Liability Insurance: 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	We request the clause be modified to: "Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by	No change proposed.

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			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].	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, for an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder with a minimum coverage of [insert amount and currency]."	
19.	Section 3.6- Payments to the Consulting Agency	49	The final payment shall be released only after completion of the required work detailed in the RFP Document.	Please clarify the time frame by which final payment will be done once the invoice is cleared.	As identified in para 3.6.2 and 3.6.3, best efforts shall be made to release the payments in 60 days

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	Clause 3.6.3			We request that the time period be 30 days.	
20.	Section 3.9- Liquidated damages Clause 3.9.1	50	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.	We request the clause be modified to: "If the selected Consultant fails to complete the Assignment, within the period specified under the work order for the reason solely attributable to the Consultant, 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. The Consulting Firm / Consultant shall pay to the Client as	No change proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value."	
21.	Section 4 Clause 4.1.3	50	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	Deloitte would like to negotiate on this clause in case the engagement/ project is awarded to Deloitte.	No change proposed.

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			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 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		

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			common law, in equity or otherwise.		
22.	Section 4.1.8- Penalty Clause 4.1.8.1	52	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 that the clause modified to: "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 10% 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 for the reason attributable to the Consultant"	No change proposed.

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23.	Tentative schedule for selection process	17	Proposal due date: 24-Jan-2017 at 03:00 PM	We would request for an extension of last date for submission of bids by 2 weeks from the date of issue of clarification to queries.	As already clarified above.
KPMG					
1.	Clause 2.1.9 & Clause 2.6.6	7 & 14	The financial proposals of technically qualified applicant securing the highest rank will be opened. …the applicants who get at least 70 marks out of 100 would be considered for financial evaluation…	The clause 2.1.9 is interpreted in a manner that financial proposal would be opened only for applicant getting highest technical score. Since it is QCBS tender wherein financial proposals for all applicants scoring minimum qualifying marks are opened which is mentioned in clause 2.6.6. It is requested to clarify on the above two conflicting	Para 2.1.9 stands amended to the extent that the line "The financial proposals of technically qualified applicant scoring the highest rank will be opened." Should be read instead as **"The financial proposals of technically qualified applicants shall be opened."**

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				positions. The clause 2.1.9 may need to be removed or reframed.	
2.	Clause 2.4.7	10	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 and inter State (viz. Mumbai and Delhi) and any other State if need arises…	It is requested to clarify the travel requirements and nature (domestic And/or overseas) with frequency of travel and expected duration of stay for this project. Also, Since the duration of the project is 2 years, it may not be possible to ascertain the future travel requirement. Hence, it is requested that for any approved travel, all associated travel charges to be reimbursed on the basis of the actuals.	As already clarified above.
3.	Technical evaluation	13	Main criteria Understanding of project and approach and methodology-20 marks	There appears to be the difference in the marks mentioned in 'Main Criteria and Weights' and 'Sub-weights'.	The mention of 20 marks for understanding of the project and suggested approach and methodology in the left column is typographical error. It is clarified that 10 points are for

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
			Sub-weight Understanding of project and Technical Presentation-10 marks	Request to clarify.	understanding the project and suggestive methodology including work plan and 10 points are for proceeding on technical response.
4.	Technical evaluation	13	Main criteria and sub-weight Sub-weightage Experience: 55 Marks Qualification of Personnel-25 marks Understanding of project and suggested approach and methodology-10 marks Technical Presentation-10 marks	For this kind of projects, it is essential that applicant should have a solid understanding of the concepts of ease of doing business related to Word bank ranking process and can prepare a strong action plan and plan for activities. Secondly, the team should be strong enough to deliver as per the requirements the departments. This requires more weightage to be given to criteria "understanding of the project and	No change in the scoring pattern.

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				suggested Approach and Methodology" and "Qualification of Personnel" and less focus should be on "Experience" as a whole. Hence, in benefit of the project, it is requested to reconsider the scoring pattern.	
5.	Clause 2.6.5	13	*The team along with the Project Manager shall be stationed at DIPP during the contract period.	As it is understood that the team needs to support at Delhi and Mumbai locations for project purposes. It is requested to clarify whether all 6 resources are required to be stationed at DIPP, New Delhi for part of the team would operate from Mumbai location. If a team at Mumbai	Already clarified above.

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				location is required then how many members should be operating from Mumbai and if entire team is stationed at DIPP, New Delhi, then what should be the travel frequency and duration of stay at Mumbai location?	
6.	Clause 2.7.2	14	Performance Security equivalent to 15 (Fifteen) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee	It is request to reduce the performance security to 10% from 15% of total cost of Financial Proposal.	No change proposed.
7.	Pre-qualification proposal submission form, section 10	21	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.	Directors mean Board of Directors.
8.	Section3, Form 3D	25	*Kindly provide satisfactory completion certificate from the client(s)	As per the criteria mentioned in "Minimum Qualification Criteria" page, 12	As clarified above.

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				and "Technical evaluation" page 13, the ongoing projects are being considered. It is requested to amend the line mentioned in Form 3D to "Kindly provide completion certificate in case of completed projects and work order in case of ongoing projects."	
9.	Section 3, Form 3D	25	Name of 5 professionals and qualification details	There is a possibility that a particular project may have less or more than 5 professionals involved. It is requested to amend this line to "Name of key professionals"	Already clarified above.
10.	Technical proposal submission form,	32	We further certify the no investigation by a regulatory authority is pending either against us or against our affiliates or against	Please clarify whether the word "Director" in this clause refers to	Already clarified above.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
	section 11		our CEO or any of our Directors/Managers/Employees.	Board of Directors or Directors by designation.	
11.	Section 5, section 10	41	Undertake necessary feedbacks from the stakeholders…	It is requires to clarify regarding the mechanism for feedback. Would it be telephonic or personal interaction at Delhi and/or Mumbai or any other location? How many surveys need the applicant conduct over the duration of engagement?	Already clarified above.
12.	Section 5, point 16	41	The Agency shall place 5 resources and 1 project Manager with DIPP for the Indicators mentioned in point number 3 above and 5 for undertaking the field survey with respondents and users…	It is request to clarify if the 5 resources required for undertaking field survey with respondents and users are over and above the requirement of 1 project manager and 5 resources as mentioned in the "Technical	The same 5+1 resources are expected to carry the survey.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				Evaluation" page: 13.	
13.	Section 5, point 18	41	The agency shall undertake dissemination of information regarding business reforms undertaken through social media (twitter, Facebook etc.) and print media, TV etc. and provide creative designing inputs and also provide material for e-mailers/flyers etc. This may also include designing of advertisement for dissemination of information.	Though it is understood that as the agency, by virtue of working on business reforms, shall be able to provide inputs in terms of knowledge content for the advertisements, email, flyers, etc. However, for the work other than providing content, such as designing of advertisement for print media, TV etc. are generally performed by advertising or media agency as separately engaged (or outsourced) by DIPP. Request to clarify, If management of advertising or media	Already clarified above.

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				management is part of current scope. As this may include either sub-contracting part of work or hire extra resources for the design work.	
14.	Clause 4.1.8.1	52	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.	Request to clarify if the amount of penalty will be calculated on total contract value or on every payment being made to the firm. Also please indicate if this delay or failure is beyond the control of the agency, then how this situation will be treated.	20% of the total contract value of the project. Already clarified above.
PwC					
1.	Section 2.4.5 (iii)	10	The Proposals must be digitally pre-signed by the Authorized Representative (the –Authorized Representative) as detailed below: (iii) by a duly authorized person holding the Power of Attorney, in	Requesting to allow appending of a copy of company board resolution giving signing authority to the Authorized	Yes

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			case of a Limited Company or a corporation;	Signatory	
2.	Section 2.6.5	13	Technical evaluation provides higher weightage to consulting/executing projects to improve ease of doing business abroad	Requesting to provide equal weightage to assignment abroad as well as in India. It is imperative that the applicant is thorough with Indian regulatory regime at par with International practices	No change in weightage is proposed
3.	TOR, point number 16 & Section 2.6.5	41 & 13	This aspect suggests that there is a requirements of 11 resources (including 1 project manager + 5 resources for DIPP and another 5 for field surveys etc.), whereas section 2.6.5 mentions only 1 project manager + 5 resources requirement	Please clarify total number of personnel expected to be deployed Please clarify qualifications for the set of 5 people for undertaking field surveys	Already clarified above.
4.	Section 2.4.7	10	The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes (except service tax) associated with the Assignment.	1. Requesting to permit submission of the fees excluding of OPEs 2. Since the engagement is envisaged to include substantial amount	As clarified above. No change is proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				of travel including survey activities it is requested to permit submission of OPEs to the government and reimbursement on actuals upon submission of receipts against project expenses to be incurred.	
5.	Section 2.12	17	Proposal due date: 24-Jan-2017 at 03:00 PM	Requesting to extend Proposal due date till 14-Feb-2017 to enable the Applicants to present the best of experience on execution of improvement of ease of doing business assignments abroad	Already clarified above.
6.	Section 2.6.5 (Experience)	13		Kindly clarify the evaluation markup for suggested experience (1,2 and 3) as there is no limit to the number of projects given in any of the categories	No change in markup is proposed. The technical team shall decide on both number and the quality/relevance of the project undertaken.

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				and no mark-up assigned	
7.	TOR, point number 14	41	The agency shall provide support in implementation of business reforms in Delhi and Mumbai.	On what all levels does the implementation support needs to be (will it be with the state government or has to go to the levels of ULB's and other agencies such as electricity board/ companies etc.)? Will all the agencies/ governments stated above be mandated to work with the agency to accept the reforms suggested and to work with them for the implementation of the same?	The team shall work in association with DIPP. Whereby DIPP shall facilitate the regular follow ups with the concerned Departments/ agencies whose implementation of reforms would be crucial for improving countries ranking in Doing Business Report of the World Bank.
8.	TOR, point number 15	41	The target of implementation for agency would be such, to improve India's Doing Business rank to top 50 in World Bank Doing Business Assessment, 2018.	The target set-out should not be held as a marker for evaluation of agency's performance as implementation of	No change in the RFP clause is proposed.

S.No.	Section No. / Clause No.	Page No.	Reference/ Subject	Clarification sought	Clarification from DIPP
				suggested reforms will be in the purview of government agencies.	
9.	TOR, point number 18	41	The agency shall undertake dissemination of information regarding business reforms undertaken through social media (twitter, facebook etc.) and print media, TV etc. and provide creative designing inputs and also provide material for emailers/flyers etc. This may also include designing of advertisement for dissemination of information.	The aspect mentioned is generally handled by a dedicated media and creative team. The knowledge material for the all of the mentioned can be given by the EODB agency, however designing of the advertisements and website/ other media engagements have to be handled by an agency dedicated for the same.	Already clarified above.
10.	TOR, point number 1	40	Conduct a detailed analysis of good practices adopted by top 20 countries as per the World Bank, 2017 report and identifying the best practices adopted by them in the process.	Is it expected that the Applicant will have to travel to some of the top 20 nations to understand the	Already clarified above.

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				implementation aspect or would it be a desktop study? In case of country visit, who will be responsible for bearing the costs for the same? (this pertains to international travel if required)	
11.	Form 4A & 4B	38 & 39		It is stated that the financial proposal has to be submitted exclusive of the service tax component. However, Form 4B requires the service tax component to be calculated for financial evaluation. Kindly clarify on the same.	Even if the bid is submitted along with the service tax component. The final score will be calculated on final value minus service tax.
Boston Consulting Group (BCG)					
1.	2.6.5 Technical Evaluation Criteria	13		• Experience: higher weightage be given to doing business projects abroad	Already clarified above.

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				• Experience: "Large stakeholder assessment/ survey"- please clarify what this term means • Personnel: higher weightage be given to the relevance of work experience of Experts from abroad • Approach and Methodology: increase weightage	
2.	2.6.6 Final Selection	14		Higher technical weightage, in line with other Ministries and public sector entities.	No change in the evaluation criteria is proposed except as mentioned in the Technical Evaluation of 5 resource persons.
3.	Form 3D	25		For clients with non-disclosure agreements, instead of supporting documents.	Not accepted, change has been made as clarified above.

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				(contract/ work order)/ completion certificates, accept self-certifications from the MD of the consulting firm.	
4.	Technical Evaluation			Please extend the technical bid proposal submission date to February 10th	Already clarified above.