

## Deloitte's Queries

Sl. No.	RFP Reference	Query	DIPP's Response
1	Clause 2.1.7: 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, <b>such dispute or difference shall be finally settled by Secretary, DIPP, whose decision shall be final.</b>	Instead of provision of sole arbitrator, we would request for changes to the clause to reflect the provisions of the Arbitration and Conciliation Act 1996	Request for change is not accepted. However, the heading shall be changed to 'Conciliation'..
2	Clause 2.5.2: The Authorized Representative of the Applicant should authenticate EMD Details, Pre-qualification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a <b>written power of attorney by the competent authority accompanying the Proposal.</b>	Our firm is incorporated under Companies Act and the signatories to sign any proposal are authorized through a board resolution only. The certified copy of the Board resolution may kindly be considered for authorizing the signatory in lieu of the power of attorney	No such power of attorney is required for an authorized signatory in case of companies, if such person is authorized under a resolution of the Board of Directors.

Sl. No.	RFP Reference	Query	DIPP's Response
3	<p>Clause 2.6.5 on Technical Evaluation: Qualifications, past performance, skills and knowledge of the Support team:</p> <ul style="list-style-type: none"> <li>• Composition of the support team: 3 marks</li> <li>• Qualification and experience of support team members: 3 marks</li> </ul>	<p>Is there any minimum years of professional experience or specific education qualification desired for the Support Team?</p> <p>Also, is there any expectation on the strength of the Support Team to be proposed?</p>	<p>No such minimum professional experience is indicated. The evaluation team will assign marks according to comparative team structure among various proposals.</p>
4	<p>Clause 2.7.2 - Performance Security: Performance Security equivalent to <b>15 (fifteen) percent of the total cost of Financial Proposal</b> shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be <b>released 60 (Sixty) Days after the completion of the assignment.</b></p>	<p>Please confirm that the performance security before start of work on assignment is to be furnished only by the Successful bidder.</p> <p>We request the Performance Security amount to be reduced to 10% of the total cost of the Financial Proposal. Further, we would request for provision for release of the Performance Security immediately after successful completion of the assignment and not be retained till up to 60 days after assignment completion</p>	<p>Yes! Performance security before start of work on assignment is to be furnished only by the Successful bidder.</p> <p>No change in the provisions related to performance guarantee is accepted.</p>
5	<p>Clauses 3.2.5.1 b), 3.2.7, 3.5.2, 4.1.4 have reference to Special Conditions (SC)</p>	<p>SC is not available in the RFP and we would request for a sharing of the same.</p>	<p>These references shall be deleted as there are no special conditions.</p>

## Response to Observations

Sl. No.	Contract clause	Our Comments	DIPP's Response
1	Clause 3.1.2 related to Commencement of Services: The Consulting Agency shall commence the Services from the date notified by the Client.	We propose that the date for commencement of services be decided mutually by the Client and Consulting Agency, in order to provide for adequate time for team mobilization	It is agreed that a period of 7 days shall be given to mobilize the team.
2	Clause 3.2.1 related to Termination	We would request for inclusion of right for Consulting Agency to terminate the contract in case of delays in payments as per the agreed schedule. Further, the time period for remedying a failure in the performance of obligations under the contract may please be increased from 7 days to 15 working days	Agreed. RfP shall be deemed to have been amended accordingly.
3	Clause 3.2.2 b) If the Work order is terminated pursuant to Clause 3.3.1 a), b), d), e) or f),.....	It should read as "If the Work order is terminated pursuant to Clause 3.2.1 a), b), d), e) or f)...."	Agreed. RfP shall be deemed to have been amended accordingly.
4	Clause 3.2.5.1 a) related to conflict of interest	We would request for clarification on nature of activities which can be construed as conflict of interest	Exhaustive definition is not possible. Any fact which precludes an applicant from working in good-faith and independently for objectives of the Client is conflict of interest.
5	Clause 3.2.7 related to documents prepared by the Consulting Agency to be the property of the Client	We would like to clarify that any pre-existing IPR belonging to us used during the course of the assignment would continue to remain the property of the firm. In order to safeguard our pre-existing Intellectual Property Rights that we may be using for	The applicant shall provide advance information of all such IPRs in writing for such exemption. Any intellectual property not so claimed in advance shall be property of DIPP, unless it is already registered in name of

Sl. No.	Contract clause	Our Comments	DIPP's Response
		delivering this assignment, can we append the following to this clause "Neither Party shall have right to use other's trademark or trade name or pre-existing Intellectual Property Rights	another person prior to commencement of the contract.
6	Clause 3.2.9 related to professional liability insurance	We would request that the professional liability insurance be limited to a period of 3 months beyond completion of services	Agreed. RfP shall be deemed to have been amended accordingly.
7	Clause 3.4.2 related to payment to Consulting Agency	There is no mention of time period for release of payment post the submission of the invoice. We would request for inclusion of provision for the same stating the payment would be released within 30 days from the date of invoice	A time period of 45 days, excluding period during which any information is pending from the Consulting Agency, is agreed to. RfP shall be deemed to have been amended accordingly.
8	Clause 3.6 related to responsibility of accuracy of project documents	Given the nature of the project, we may rely on data collected from any primary or secondary sources and it may not be possible to verify such data, and the data is used on as-is basis. We would be providing the sources of information in our deliverables and would request for appending the following to this clause "The Consultant's indemnity would be limited to cases of breach of confidentiality and IPR."	Only where such database/source is publically accepted as a reliable database.

Sl. No.	Contract clause	Our Comments	DIPP's Response
9	Clause 3.7.1.1 related to liquidated damages	We propose limiting the forfeiture of the Performance Guarantee on account of delays to 0.25% of the contract value for each week of delay. Further, we would also request for inclusion of the following in the clause "Only delays for which the Consulting Agency is solely attributable will be included into the Liquidated damages" in order to ensure that any delays not attributable to the Consulting Agency does not lead to a penalty.	Not agreed.
10	Absence of any clause capping the liability under the contract	We recommend inclusion of the following clause "Notwithstanding anything contained in the contract, Client agrees that the Consulting Agency shall not be liable to the Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consulting Agency. In no event shall the Consulting Agency, be liable for any consequential (including loss of profit and loss of data), special,	Agreed for one and half times of aggregate amount in excess of the fee paid under the contract for the services provided under the contract.

Sl. No.	Contract clause	Our Comments	DIPP's Response
		indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	

### **KPMG's Queries**

S. No.	RFP Page No.	RFP Section	Clause Details	Query	DIPP's Response
1.	Page 15	2.6.7 Financial	The financial bids of the applicants who have got at least 75 marks out of 100 would be opened and the applicant with <u>the lowest financial bid(LI)</u> would be awarded the contract	It is understood that this project is of national significance and is envisaged to deliver long term impact with regards the “Make in India” initiative. Accordingly, we believe selection of an agency based on a weighted average based QCBS model (instead of lowest cost L1 model) would be more appropriate. Request you to kindly consider the same.	Not agreed.
2.	Page 40	Section 5 –Terms of reference	Assessing the efficacy of the Dash Board (A soft copy of the dashboard may be obtained by interested bidders from Director (BE), DIPP) prepared by the NIC and suggesting improvements, if any (a) MIS at Make in India program level	Kindly clarify if the stakeholders would be required to populate the response data manually in data collection templates, or do they have a back-office system, data from which can be exported to the data collection template	Each individual Ministry/ Department shall be given password protected access to the dashboard for updating their progress. Comments and observations shall be filled in by the Consultancy Agency.

			(b) Sector wise MIS (c) Department wise MIS (d) Suggest changes required, if any (The changes should be implemented within 2 months of the dashboard being provided to the agency by DIPP)		
3.	Page 40	Section 5 –Terms of reference	- As above -	Kindly clarify if the dashboard is required to be made online i.e. web-enabled.	As above.
4.	Page 40	Section 5 –Terms of reference	- As above -	Kindly clarify if mechanism to obtain data from various stakeholders needs to be made online i.e. web-enabled.	As above.
5.	Page 40	Section 5 –Terms of reference	- As above -	In case the dashboard needs to be made online, kindly clarify if mobile access to the dashboard needs to be provided.	Yes!
6.	Page 40	Section 5 –Terms of reference	- As above -	In case the dashboard needs to be made online, kindly clarify if open source technology can be used for constructing the dashboard?	Yes! Consultancy Agency is not required to execute the dashboard. It will be executed by NIC.
7.	Page 40	Section 5 –Terms of reference	- As above -	In case the dashboard needs to be made online, kindly clarify if the hosting facilities (data centre/ hosting infrastructure such as servers etc.) would be taken care by DIPP. If not, kindly indicate the detailed scope of work for the consulting agency.	As above. However, Consultancy Agency will be required to suggest changes and improvements in the dashboard.

8.	Page 40	Section 5 –Terms of reference	- As above -	In case the dashboard needs to be made online, kindly indicate the number of users who would access the dashboard and whether different types of access rights will be provided based on the need to know and input data?	Number of users is flexible and may change according to requirements.
9.	Page 40	Section 5 –Terms of reference	- As above -	In case the dashboard needs to be made online, kindly clarify if a drill-down MIS is required along with an aggregate MIS.	Consultancy Agency is not required to execute the dashboard. It will be executed by NIC.
10.	Page 40	Terms of Reference : Dashboar d	- As above -	In case the dashboard needs to be made online, kindly clarify if the system is required to generate notifications to the stakeholders/stakeholder-systems automatically if the dashboard crosses thresholds.	Yes! Consultancy Agency is not required to execute the dashboard. It will be executed by NIC.
11.	Page 40	Terms of Reference : Dashboar d	- As above -	In case the dashboard needs to be made online, kindly clarify if the analytics component to automatically analyse the data needs to be developed.	The analysis is required to be carried out by the Consultancy Agency.
12.	Page 40	Terms of Reference : Dashboar d	- As above -	In case the dashboard needs to be made online, kindly clarify if authentication, authorization and workflow components (online movement of data for approvals etc.) would need to be developed.	Consultancy Agency is not required to execute the dashboard. It will be executed by NIC. However, any change or improvements required for better execution of the work are to be suggested by the Consultancy firm.



13	Page 40	Terms of Reference : Dashboard	- As above -	Kindly clarify the scope with regards maintaining and improving the dashboard during the project period (3 years).	Consultancy Agency is not required to execute the dashboard. It will be executed by NIC. However, any change or improvements required for better execution of the work are to be suggested by the Consultancy firm. Further, it shall ensure that updates are included and evaluation of progress is made on a regular basis.
14	Page 21, Page 32	Form 3A , Point 9/ Form 3G, point 8	We certify that in regard to matters other than security and integrity of the country, we or any of our <u>affiliates</u> have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.	Please clarify the term “affiliates”. Also, kindly confirm that this requirement applies to affiliates in India only.	Only affiliates in India are included.
15	Page 21, Page 32	Form 3A , Point 10/ Form 3G, point 9	We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government	Please clarify the term “affiliates”. Also, kindly confirm that this requirement applies to affiliates in India only.	Only affiliates in India are included.

			<p>or convicted by a court of law for any offence committed by us or by any of our <u>affiliates</u>. We further certify that neither we nor <u>any of our consortium members</u> have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.</p>		
16	Page 21, Page 32	Form 3A , Point 11/ Form 3G, Point 10	<p>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 Partners/Directors/ Managers/ employees.</p>	<p>Please clarify the term “affiliates”. Also, kindly confirm that this requirement applies to affiliates in India only.</p>	<p>Only affiliates in India are included.</p>
17	Page 21, Page 32	Form 3A , Point 11/ Form 3G, Point 10	<p>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 Partners/Directors/ Managers/ employees.</p>	<p>Please clarify whether the word “Director” in this clause refers to Board of Directors or Directors by designation.</p>	<p>Managers and employees shall be deleted. It refers to ‘director’ as defined in the Companies Act.</p>

18	Page 21, Page 32	Form 3A , Point 11/ Form 3G, Point 10	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 Partners/Directors/ Managers/ employees.	Please clarify if the word “Partners” in this clause refers to partners or partners by designation.	It refers to partners of a partnership firm.
19	Page 21, Page 32	Form 3A , Point 11/ Form 3G, Point 10	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 Partners/Directors/ Managers/ employees.	Kindly limit the requirement of manager/employees under this clause to the engagement Team.	Managers and employees shall be deleted. It refers to ‘director’ as defined in the Companies Act.
20	Page 46	3.2.8	Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the Consulting Agency’s liability under this Work order shall be as provided by the Applicable Law.	Kindly limit consulting agency’s liability to the one time the fees to be received from DIPP under this engagement.	Agreed for one and half times of aggregate amount in excess of the fee paid under the contract for the services provided under the contract.

### **Price Waterhouse Coopers Queries**

Sr. No.	RfP Content	Reference	Query	DIPP’s Response
1.	Experience of executing Programme Management Unit (PMU)/ Programme	2.6.5 – Technical Evaluation	Will projects of this nature executed for Public Sector Undertakings qualify?	No, they do not. Experience expected is in Government environment only.

	Management Office (PMO) projects with Central/ State Govt. in India in the last 3 years of value more than Rs. 2 crores		Please revise it to “Experience of executing Programme Management Unit (PMU)/ Programme Management Office (PMO) projects with Central/ State Govt./ <b>Public Sector Undertakings (self-funded / through multilateral support</b> in India in the last 3 years of value more than Rs. 2 crores”	
2.	Experience of being a knowledge partner on Make in India initiative or of executing projects to improve ease of doing business in India (Central govt – 5 marks; State govt 2 projects: 5 marks)	2.6.5 – Technical Evaluation	Request you to kindly modify the clause as “Experience of being a <del>knowledge</del> <b>Project partner</b> on “Make in India” initiative or of executing projects to improve ease of doing business in India”  Request a clarification on whether both “ <b>Central</b> ” and “ <b>State Govt</b> ” projects <b>are mandatory? or</b>  Total of 10 marks can be achieved as 2 Central govt – 10 marks (1 Project - 5 marks) <b>Or</b> 4 State govt projects: 10 marks (2 Projects – 5 Marks)	Intention of change from ‘knowledge’ to ‘project partner’ is not clear. No merit is seen in the change.  No, these projects are not mandatory but carry marks in technical evaluation. Maximum marks for Central Government projects are 5. Similarly, maximum marks for State Government projects are 5.
3.	Experience of implementing IT dashboard or Business Intelligence (BI) solutions (2 projects: 2 marks; Experience of implementing IT dashboard or BI solution for Govt. of India: 2 marks)	2.6.5 – Technical Evaluation	The condition for direct 2 marks for single project of IT or BI for Govt. of India appears rigid. Request you to kindly modify the clause as under “ <i>Experience of implementing IT dashboard or Business Intelligence (BI) solutions; Experience of implementing IT dashboard or BI solution for Govt. of India or State Govt : 2 marks / 1 project</i> ”	Not accepted.

4.	<p>Qualifications, past performance, skills and knowledge of the Support team:</p> <p><input type="checkbox"/> Composition of the support team: 3 marks</p> <p><input type="checkbox"/> Qualification and experience of support team members: 3 marks</p>	2.6.5 Pg. 14	<p>There is no any minimum expectation of the support team mentioned in the RFP. How would the authority compare diverse support teams on a single platform that might be proposed by various bidders? Requesting to detail the expectations (qualifications, years of experience)</p>	<p>There will be an Evaluation Committee to assign marks for team composition. Applicants should put forth best team for lowest bid, is the objective.</p>
5.	<p><b>2.6.6 Final selection:</b> The technical score would be calculated for each applicant by the client and all the applicants who get at least 75 marks out of 100 would be considered for financial evaluation.</p> <p>2.6.7 The financial bids of the applicants who have got at least 75 marks out of 100 would be opened and the applicant with the lowest financial bid(LI) would be awarded the contract</p>	<p>Cl 2.6.6 , 2.6.7</p>	<p>The bidding process appears to be inefficient when compared with a QCBS system of 80:20 that may help the authority to select a highly qualified firm. A highly evolved QCBS system of selection can be adopted</p>	<p>Not accepted.</p>
6.	<p>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</p>	<p>Form 3 A, Pt. 11, Pg. 21,  Form 3G, Pt. 10, Pg.</p>	<p>Request to please delete this clause.</p>	<p>Reference to managers and employees is deleted.</p>

	Partners/Directors/ Managers/ employees.	31				
7.	ToR	Terms of Reference	<p>The ToR talks about engaging with stakeholders at various multiple levels. Has the dept. identified stakeholders during the launch phase of Make in India program or their needs a stakeholder identification. Does the scope expand on State Govt. Industries functions as well and if yes then to what extent.</p> <p>Is there any provision of additional payment if the scope spills beyond the expectations as set out in the ToR.</p> <p>Are there any minimum expectations of the quarterly progress report and maintenance report to be submitted to billing the client?</p> <p>Overall the ToR appears very brief. The authority may provide with the expectations from the deliverables since QPR and QPR of Maintenance shall be of prime importance to facilitate the high level decision making.</p>	Scope of work has been specified clearly in the RfP. If it is extended beyond such scope, a mutual agreeable decision will be taken.		
8.	<table border="1"> <tr> <td><i>Improvement of dashboard (within 2 months of the dashboard being</i></td> <td><i>100% of the cost for improving the dashboard</i></td> </tr> </table>	<i>Improvement of dashboard (within 2 months of the dashboard being</i>	<i>100% of the cost for improving the dashboard</i>	Cl. 3.4.2	When does DIPP plan to hand over the Dashboard. It is mentioned in this clause that ‘A soft copy of the dashboard may be obtained by interested bidders from Director (BE), DIPP’. Does providing this soft copy amount to handover and will the period be counted from this providing of	At the earliest. A presentation on dashboard was made in the pre-bid meeting.
<i>Improvement of dashboard (within 2 months of the dashboard being</i>	<i>100% of the cost for improving the dashboard</i>					

	<i>provided to the agency by DIPP)</i>		soft copy’?  Since the maintenance fee of the dashboard is quarterly it is suggested that DIPP may endeavor to hand over the same in First quarter of the engagement. Does the maintenance phase start after the improvement of dashboard or simultaneously. The maintenance fees be paid on pro-rata basis for the remainder time of first quarter maintenance.	
9.	The final payment shall be released only after completion of the required work detailed in the RfP Document.	CL. 3.4.3Pg. 46	Does the final payment mean the last quarter payment of professional staff and maintenance fees	It means whatever component is pending in last including release of performance guarantee.
10.	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	CL. 2.1.7 pg. 7	The heading of this clause reads as “Arbitration”. However, there is no mention of arbitration in the clause. Details such as arbitrator/arbitral tribunal, venue of arbitration, governing law & rules of arbitration, costs of arbitration etc. need to be provided if the clause is to be considered as an arbitration clause.	Heading is changed to ‘Conciliation’
11.	Client will have the right to terminate the assignment by giving 30 (thirty) days written notice.	CL. 2.1.8 pg. 7-8	This clause refers to termination by Client by giving notice of 30 days.  However termination clause in Standard Form of Work Order (clause 3.2, pages 43-44) provides period of termination for various types of termination as 7 days or 15 days, as applicable.	All such references shall be amended to 30 days.

			It is requested that termination notice be fixed at 30 days since 7 or 15 days are too short a timeline to conclude a project of this magnitude.	
12.	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.	CL. 2.1.8 pg. 8	Please clarify if termination due to force majeure event, which is a 'case of termination of the assignment by the Applicant for reasons not attributable to the Client' be covered under 'the Client will forfeit the performance security of the Applicant'.	No, if due to such event work becomes impossible to execute. However, such performance guarantee shall be forfeited if such work could have been executed if applicant has taken reasonable precautions considering probability of similar events.
13.	In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit.  Performance Security equivalent to the amount indicated in this RfP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RfP/ work order.	Cl 2.3.4 (iii) Pg 9  Cl 2.3.4 2 <sup>nd</sup> para, Pg 10  2.7.2	As per clause 2.3.4. (iii), the Earnest Money Deposit can be forfeited if the Performance Security is not furnished within the specified time limit.  Further, clauses 2.3.4. 2 <sup>nd</sup> para & 2.7.2 provide that the Performance Security is required to be furnished before the start of work on assignment.  Request to please specify what date/event is to be considered as 'start of work on assignment'.	The date of acceptance of the work order is considered as the start of work assignment. However, Client may specify a specific date after reasonable time as start date.



	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 substantially in the form specified at Annexure of the work order			
14.	<p>The Applicant shall be paid only service tax over and above the cost of Financial Proposal.</p> <p>Service tax would be payable at the applicable rates as may be in force from time to time.</p> <p>The Service Tax/ VAT shall be paid as applicable.</p>	<p>2.4.7(ii), Pg. 11</p> <p>Form 4B, Pg. 39</p> <p>Work Order, Cl. 3.4.4, Pg. 47</p>	<p>The assignment is proposed for 3 years. It is likely that GST shall be introduced during this period. Hence request to replace reference to ‘service tax’ with ‘service tax or any other equivalent applicable tax’.</p>	<p>Any tax liable to be paid on payments in accordance with law shall be paid on actual basis. Any excess paid, shall be recovered.</p>
15.	<p>Suggesting changes in the programme implementation plan prepared by the relevant stakeholders with a view to aligning them fully with the Make in India Action Plan</p>	<p>TOR, First Main Bullet Point, Pg. 40</p>	<p>Please share the ‘programme implementation plan’ and ‘Make in India Action Plan’</p>	<p>Details were provided in the pre-bid meeting.</p>

16.	Maintaining and improving the Dash Board during the duration of the project depending on the specific requirements	TOR, Fourth Main Bullet Point, Pg. 40	Please clarify what are these 'specific requirements' and who will provide the same.	These requirements to be identified by the Consultancy Agency and Client in accordance with the experience gained during implementation of the project.
17.	Setting up a Program Monitoring Cell (PMC) to serve as the nerve-center of the implementation process	TOR, Fifth Main Bullet Point, Pg. 40	Please specify what arrangement/facilities will be provided by the Client.	The necessary infrastructure will be provided by the Client.
18.	Providing regular updates to key Govt. stakeholders such as Prime Minister's Office, Cabinet Secretariat, DIPP.	TOR, Sixth Main Bullet Point, Pg. 40	Please clarify what will be periodicity of the updates.  Please clarify what will be the form and manner of providing the updates (for e.g. emails or conference calls or physical meetings)	Reporting requirements are expected to be monthly, quarterly and yearly. However, Client may expect Consultancy Agency to provide reports at intermittent periods.
19.	This Work order shall come into effect on the date the work order is assented to by the Consulting Agency or such other date as may be stated.	Work Order, Cl. 3.1.1, Pg. 42	Please clarify where & how 'such other date' shall be communicated to the Consulting Agency.	The date of acceptance of the work order is considered as the start of work assignment. However, Client may specify a specific date after reasonable time as start date.
20.	Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date	Work Order, Cl. 3.1.3, Pg. 42	Please clarify what is meant by 'Effective Date'	Wherever payments are to be made for a specific number of months, the contract is considered to be complete after all payments has been made after effective date. Here effective date means date on which work order came into effect or start date.

21.	Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country	Work Order, Cl. 3.1.5, Pg. 43	The words 'Governmental restrictions or instructions' should not include restrictions or instructions which are related to or in connection with this assignment.	No agreed.
22.	Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination	Work Order, Cl. 3.2.2 (a), Pg. 44	Please specify what amount to 'satisfactorily'	To the satisfaction of Client.
23.	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	Work Order, Cl. 3.2.2 (b), Pg. 44	Please specify what amount to 'satisfactorily'.  Also please specify what are the criteria to be considered for 'economic utility'.	To the satisfaction of Client. Economic utility will be determined by the Client.
24.	after the termination of this Contact, such other activities as may be specified in the SC.	Work Order, Cl. 3.2.5.1 (b), Pg. 44	There are references to 'SC' in this clause and elsewhere in the RFP. Please confirm what is meant 'SG'.	These shall stand deleted.
25.	The Agency will submit pre-receipted invoices in triplicate, for necessary settlement when the payment is due as per the following	Work Order, Cl. 3.4.2, Pg. 46	Please clarify what is meant by 'pre-receipted invoices'.	These means invoices which has been pre-receipted.
26.	Liability of the Consulting Agency: Subject to additional	Work Order, Cl.	Request to please provide that liability limit shall be up to the fees paid to the	Agreed for one and half times of aggregate amount in excess

	provisions, if any, in this work order the Consulting Agency's liability under this Work order shall be as provided by the Applicable Law	3.2.8, Pg. 46	Consulting Agency without any exclusions and exceptions.	of the fee paid under the contract for the services provided under the contract.
27.	Documents Prepared by the Consulting Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Consulting Agency pursuant to this work order shall become and remain the property of the Client, and the Consulting Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consulting Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC	Work Order, Cl. 3.2.7, Pg. 46	<p>This clause should be subject to the following exclusions:</p> <ul style="list-style-type: none"> <li>- The pre-existing intellectual property rights/ proprietary materials of Consulting Agency incorporated in the deliverables shall continue to belong to Consulting Agency.</li> <li>- Further, with respect to Consulting Agency's pre-existing IPR, a non-exclusive &amp; non-transferable license can be provided to the Client to use the same (to the extent incorporated in the deliverables) for its internal use in connection with the services provided by Client under this RFP.</li> <li>- Consulting Agency shall continue to retain ownership over its draft deliverables/internal working papers</li> </ul>	The applicant shall provide advance information of all such IPRs in writing for such exemption. Any intellectual property not so claimed in advance shall be property of DIPP, unless it is already registered in name of another person prior to commencement of the contract.
28.	The Consulting Agency shall be responsible for accuracy of the estimate and all other details prepared by him as	Work Order, Cl. 3.6.1, Pg. 47	<p>The indemnity referred to in this clause should be restricted to:</p> <ul style="list-style-type: none"> <li>(a) a balanced third party IPR</li> </ul>	Not agreed. However, Consulting Agency may join in defence along with Client.

	part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.  Indemnity	Work Order, Cl. 4.1.3, Pg. 47	infringement indemnity subject to - Consulting Agency being allowed to control the defence.  (b) a balanced reciprocal indemnity for death/bodily injury provided the Client keeps Consulting Agency indemnified against third party claims.	
29.	Termination	Work Order, Cl. 3.2, Pg.43-44	An objective and consultative process should precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Further, upon termination, the Consulting Agency should be paid for the services performed by Consulting Agency till the date of termination.	Objective, Yes. An opportunity will be given to show cause why such termination is not required.
30.	The Agency will submit pre-receipted invoices in triplicate, for necessary settlement when the payment is due as per the following	Work Order, Cl. 3.4, Pg.46-47	Please specify the timeline 'when the payment is due'.  Further, please specify the timeline for making payment by Client after submission of invoices.	It is decided that payments shall be mad within 45 days of receipt of invoice, excluding time taken by the Consulting Agency in providing any clarification or document.

<b>Bid Reference</b>	<b>Current Condition</b>	<b>Comments/ Observations</b>	<b>DIPP's Response</b>
Quality of Personnel (40 marks) – Form 31 – Page 13 and 14	Team (experience)	In the Team no profile related to core manufacturing has been asked for. At least the key sectors (which will provide overlap) should be addressed: Auto, Electrical & ESDM, Textiles, Chemicals, Food Processing	There will be an Evaluation Committee to assign marks for team composition. Applicants should put forth best team for lowest bid, is the objective.
Section 5. Terms of Reference – Page 40		This is one of the flag ship programme of Government of India and in order to make this programme a success both in domestic and global markets, it is suggested to include promotion of investments on behalf of DIPP as part of scope of work. This will also align with the experience requirement around investment promotion	Scope of work is clearly given in the RfP.
Terms of Reference: page 40	Suggesting changes in the programme implementation plan prepared by the relevant stakeholders with a view to aligning them fully with the Make in India Action Plan	Given BCG, Bain and KPMG have prepared the Action plans for the sectors – are they conflicted out of this scope? If not, how will they be able to critique the action plans, which must be an integral part of the scope of the PMO.	No! It shall not be construed as conflict of interest as Action Plan has been prepared by the concerned Ministries and is a given factor for the project.

<b>S. No.</b>	<b>Section No. – Clause No. – Paragraph/Bullet No.</b>	<b>Corresponding page no in the RFP Document</b>	<b>Particulars of the query/ clarification</b>	<b>DIPP’s Response</b>
1.	Section 2, Clause 2.3 – Earnest Money Deposit	Page 9	In the RFP for Clause 2.3 - Page no.9, EMD, it is mentioned that DD/BG for EMD to get it from “Scheduled Indian Bank”. Request DIPP to kindly allow a Bank guarantee from “Scheduled Commercial Bank” as well.	Agreed. RfP shall be amended accordingly.
2.	Section 2, Clause 2.6.5 – Technical Evaluation/ Experience	Page 13	<p>“Experience of executing Programme management Unit (PMU)/ Programme management Office (PMO) projects with Central/ State Govt. in India in the last 3 years”.</p> <p>Please clarify if executing mean contract signed during last 3 years. If not, in such case, we request DIPP to change experience required in the last 3 years to 5 years as most of the projects were being outsourced during past 4 to 5 years in India.</p>	Merely signing is not enough. The applicant should have experience of working with Government concerned for at least six months.
3.	Section 2, Clause 2.6.5 – Technical Evaluation/ Experience	Page 13	“Experience of being a knowledge partner on Make in India initiative or of executing projects to improve	The project is with Government of India, that’s why experience of working with Government of

			<p>ease of doing business in India (Central Govt. – 5 marks; State Govt. 2 projects: 5 marks)”.</p> <p>This clause is overemphasizing on the experience required with Central Government and undermining the experience with State Governments in India. This gives an undue advantage to few consulting firms in India on Ease of Doing Business and reduce the level playing opportunity.</p> <p>In this light, request you to kindly drop the 5 marks allocated to Central Government experience and adjust for experience of working on ‘Ease of Doing Business’ with State Governments.</p>	India has been given higher priority.
4.	Section 2, Clause 2.6.5 – Technical Evaluation/ Experience	Page 13	<p>“Experience of executing investment promotion projects in the last 3 years of value more than 2 crores”. Please clarify if executing mean contract signed during last 3 years.</p>	Merely signing is not enough. The applicant should have experience of working with Government concerned for at least six months.
5.	Section 2, Clause 2.6.5 – Technical Evaluation/ Experience	Page 13	<p>“Experience of implementing IT dashboard or Business Intelligence (BI) solutions for Government of India”. Request DIPP to also consider experience with State Governments in addition to experience with Government of India.</p>	Agreed. RfP shall be amended accordingly.



6.	Section 2, Clause 2.6.5 – Technical Evaluation/ Quality of Personnel	Page 14	“Qualifications, past performance, skills and knowledge of Technology Expert”. Please clarify the work experience (no of years) required of the Technology Expert.	There will be an Evaluation Committee to assign marks for team composition. Applicants should put forth best team for lowest bid, is the objective.
7.	Section 2, Clause 2.6.5 – Technical Evaluation/ Quality of Personnel	Page 14	<p>“Qualifications, past performance, skills and knowledge of the Support team”.</p> <ul style="list-style-type: none"> <li>• Since this project involves coordination with 22 departments, hence we propose a support team of 4 resources.</li> <li>• Request DIPP to specify the Qualification required of support team members. We propose the qualification as “Graduate and MBA/PGDBA equivalent”</li> <li>• Request DIPP to specify the Work Experience required to support team members.</li> </ul>	There will be an Evaluation Committee to assign marks for team composition. Applicants should put forth best team for lowest bid, is the objective.
8.	Section 2, Clause 2.6.5 – Technical Evaluation/Quality of Personnel	Page 14	Kindly clarify on the deployment of entire team. Will they be sitting out of DIPP office?	Yes! A core team shall be stationed at DIPP. Other members of the team may work from Consulting Agency’s office.
9.	Section 2, Clause 2.6.7 – Final Selection	Page 15	Currently, the final selection is based on the lowest financial bid though it specified QCBS methodology. We request DIPP to consider changing it to a “Quality	Not agreed.

			cum Cost Based System” (QCBS) 80:20, whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%.	
10.	Section 3.4, Clause 3.4.2 – Performance Security	Page 46	We propose that a standard Team mobilization Fee equivalent to 15% of the total cost of the Financial Proposal be added in the payment Terms defined in Clause 3.4.2.	Not agreed. No advance.
11.	Section 2.6.4 point 3	Page 12	Turnover requirements should be increased substantially to ensure selection of a world class consulting organization for such an important assignment. We suggest DIPP to consider an average annual turnover of 200 crore over the last 3 years.	Not agreed. It will restrict competition.
12.	Dashboard		We require details on the existing dashboard which has been prepared by NIC, what parameters are captured in the dashboard and which technology/ application is currently being used.	Background material as explained in RfP provided in Pre-bid Meeting. A presentation on dashboard prepared by NIC was also made.

Request of **Administrative Staff College of India, Hyderabad** to reduce the qualifying average turnover is agreed to. The changes shall be made in RfP.

## IMACS Queries

S. No.	Query	DIPP's Response
1	Our annual turnover for the last 3 years is about Rs. 25 crores, request you to relax the Rs. 75 crore criteria	Agreed. Accordingly changes will be made in RfP.
2	We had written the state-cum-sector reports for CII on the occasion of Make in India launch for 14 states. Will that be allowed to be counted as work under Central Government, since it was prepared for use by the Central Government's office?	Where any study is commissioned by any Government but executed through any industry association, it shall be counted for the purpose of evaluation. Otherwise not.
3	We have worked with some not-for-profit organisations of the Central Government's departments in investment promotion and ease of doing business. Will they be allowed to be counted as relevant experience?	No! It shall not be counted.
4	At several places the minimum project value of single project is mentioned as Rs 2 crore and above. Request you to relax that criterion to - cumulative Rs 2 crore for projects with a Government agency, all together.	Not agreed.
5	On page number 13, the experience in executing investment promotion projects requires project value to be Rs 2 crore or more. Specifically, in this case, request you to remove this criteria.	Not agreed.