

RFP For Selection of a Consultant for Organizational Restructuring of Digital India Corporation (DIC)

RFP No: . 2(2)/2020-Pers.I Dated 23rd September 2021

CPP Portal Tender ID - 2021_DIT_649711_1

Addendum / Corrigendum 1

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SECTION A: Responses to Queries

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KEARNEY, GURUGRAM					
1.	7	2.2 Activities / Last Date for Submission of Bids	Last Date for Submission of the Bids: 16/10/2021	<p>The Authority is requested to provide at least 3 weeks from the release of response to pre-bid queries for submission of bis from the bidders, as per the standard practice in Govt. of India tenders.</p> <p>The Authority is requested to extend the deadline to 29th October, 2021</p>	The bid submission date extended till Nov 8, 2021 at 1855 hrs (IST) .
2.	8	Section 2.5 Sub Contracting	Sub-contracting not allowed. Formation of consortium or association of consultants or subcontracting of services in	The Authority is requested to allow sub-contracting and on-boarding industry experts, specifically for subject matter experts . The core team comprising of the Team Leader,	Core Team of Team Leader Project Manager and the Consultants need to be on the payroll of the Bidder.

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			<p>whole or part with other firms shall not be permitted. In case the consultant / Bidder is found to not possess the requisite capabilities, it will be summarily rejected and disqualified from the process for this assignment.</p>	<p>Project Manager and Consultants shall be on the rolls of the bidders, with no sub-contracting allowed. This will enable the bidders to deploy industry renowned experts for the engagement.</p> <p>The Authority is requested to modify the clause as follows:</p> <p>Sub-contracting not allowed for the core team of Team Leader, Project Manager and Consultants.</p>	<p>Subject Matter / Domain Experts required may be provided / on-boarded by the Bidder on its own cost.</p>
3.	8	Section 2.6 Bid Security / EMD	<p>All the Bidders shall submit “Bid Security Declaration” as EMD – please refer format at Annexure 1.</p>	<p>The RFP document mentions bid security in the mentioned clauses, however, the bid security amount has not been specified in the RFP document and the CPP portal indicates the value Bid Security as ‘Nil’</p> <p>The Authority is requested to clarify if there will be a requirement for the bidders to submit a bid security. If yes, then the value of the bid security would be required along with the submission guidelines and details.</p>	<p>As per OM No. F. 9/4/2020 dated Nov 12, 2020 by Procurement Policy Division, Dept. of Expenditure, Ministry of Finance, only Bid Security Declaration (BSD) is required. Value of Bid Security i.e. EMD is NIL</p>

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4.	14	Section 6 : Eligibility Criteria Sr. No. 1	The Bidder should have been in existence in India at least from April 01, 2016 or earlier with ability to service the client across India	<p>We have been in existence with physical presence in India for the past 30 years as a branch office of our entity registered in the UK.</p> <p>On account of internal restructuring within the A.T. Kearney group, with effect from 1st April, 2021, the branch office viz., Kearney Limited – India Branch Office (ATKIBO) has transferred its entire business to a new entity A.T. Kearney Consulting (India) Private Limited, a company incorporated under the laws of India. A.T. Kearney Consulting (India) Private Limited is a wholly owned subsidiary of A.T. Kearney Limited, UK. We would also like to confirm that this is an internal restructuring process and had no effect on our leadership, team, clients and project experience</p>	As per RFP Section 6 Eligibility Criteria in RFP, Bidder should have been in existence in India from April 1, 2016 or earlier either by the date of incorporation in India or by virtue of functioning as a Branch office of a parent company with operations & projects in India.
5.	16 29	Section 6 : Eligibility Criteria Note Section 9.3 Technical Evaluation	Completion Letter/ Reference Letter / email from relevant Senior Executive of the client to be attached (Format given in Annexure 6) for each engagement reference mentioned.	<p>We execute our projects with a Non-Disclosure Agreement with our clients and would not be in a position to submit the completion letters / reference letters from our clients. Instead, self-declaration by a Partner level officer of the bidder may be considered as authentication of our project experience. This is a standard practice adopted by many Central Govt. Ministries and Departments. Ref: RFP for consulting services for formulation of development plan for National Highways / Expressways network for Bharatmala Pariyojana Phase – II, issued by NHAI dated May, 2021.</p> <p>The Authority is requested to modify the clause as follows: Completion Letter/ Reference Letter / email</p>	<p>Sr. No. 4 of Section 6 Eligibility Criteria shall now be read as under:</p> <p>Relevant details of engagement(s) undertaken in the last three years (2018-19, 2019-20 & 2020-21) with Client Certificates.</p> <p>In case Completion Letter/ Reference Letter / email from Authorized Signatory of the client is not available, the description of the projects (past experience) cited is to be provided as per 'Annexure 5 – Format for Relevant Engagements' and must be certified by Statutory Auditors in addition to Authorized Signatory of</p>

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				<p>from relevant Senior Executive of the client to be attached (Format given in Annexure 6) for each engagement reference Mentioned. Experience shall also be self-certified by the Authorized Signatory holding Power of Attorney, in case completion letter / reference letter is not obtainable</p>	<p>the Bidder.</p>
6.	16	6.1 Additional Requirement	<p>Apart from the above minimum criteria, the Bidder is also required to give the following information:</p> <p>ii. Income Tax Returns for the past three years</p>	<p>Income Tax returns with redacted numbers will be submitted to prove our compliance in filing Income Tax returns.</p> <p>The Authority is requested to consider the same suitably as all the information required to establish compliance in filing returns will be provided in the submission.</p>	<p>Accepted</p> <p>Subject to submission of the following certified by Statutory Auditors as per point 6 & 7 of the eligibility criteria:</p> <ol style="list-style-type: none"> a. Copies of audited balance sheet and Profit & Loss account for past 3 years b. Declaration that the Bidder has earned a fee of at least Rs. 50 Crores (Rupees Fifty Crores Only) from Management Consultancy services during each of the three previous financial years i.e. (2018-19, 2019-20 and 2020-21). In case the Bidder provides other services also, the declaration should mention that the fee from management consultancy services only has been considered.

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7.	22	7.7 Commitment on Resources	Project Manager 1. 15 + Years of Professional Experience	<p>The Authority is requested to relax the minimum years of experience from 15 years to 6 years. The average time to Project Manager in High-Value-Add Consulting firms is ~3-4 years. With 6 years of professional experience, we can deploy a Senior Manager, who is well qualified to carry out Project Delivery as mentioned in the Scope of Work.</p> <p>This is also inline with the requirements of a Project Manager from Central Govt Ministry / Departments Ref: RFP for consulting services for formulation of development plan for National Highways / Expressways network for Bharatmala Pariyojana Phase – II, issued by NHAI dated May, 2021.</p> <p>The Authority is requested to modify the criteria as follows: 15+ 6+ Years of professional work experience</p>	Project Manager should have minimum ten (10) years of experience

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8.	22	7.7 Commitment on Resources	Project Manager 2. Post-Graduate in HR	<p>The Authority is requested to consider MBA / Post Graduate Diploma in Management in addition to Post- Graduation in HR, as the requisite subject knowledge for the engagement is adequately covered in the MBA / PGDM curriculum.</p> <p>The Authority is requested to modify the criteria as follows:</p> <p>Post Graduate in HR / MBA / PG / Diploma in Management</p>	<p>Qualification of Project Manager at sub-section 7.7 will now be as follows:</p> <ul style="list-style-type: none"> • Post Graduate in HR / Management or MBA
9.	22	7.7 Commitment on Resources	Consultant 1. 10+ Years of professional work experience	<p>The Authority is requested to relax the minimum years of experience from 10 years to 3 years. With 3 years of experience, we will be able to deploy senior consultants with relevant experience for the engagement.</p> <p>This is also in-line with the requirements of a Project Consultants from Central Govt Ministry / Departments Ref: RFP for consulting services for formulation of development plan for National Highways / Expressways network for Bharatmala Pariyojana Phase – II, issued by NHAI dated May, 2021.</p> <p>The Authority is requested to modify the criteria as follows: 10+ 3+ Years of professional work experience</p>	Consultants should have minimum six (6) years of experience

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10.	22	7.7 Commitment on Resources	Consultant 2. Engineer and Post Graduate (HR and IT)	<p>The Authority is requested to consider MBA / Post Graduate Diploma in Management in addition to Post- Graduation in HR / IT, as the requisite subject knowledge for the engagement is adequately covered in the MBA / PGDM curriculum.</p> <p>The authority is requested to modify the criteria as follows: Post Graduate in HR and IT / MBA / PG Diploma in Management</p>	<p>Qualification of Consultants at sub-section 7.7 will now be as follows:</p> <ul style="list-style-type: none"> • Post Graduate in HR / Management or MBA
11.	22	7.7 Commitment on Resources	Except Subject Matter Expert (SMEs) all other resources will be required to work at DIC on full time basis (Second / Implementation Phase).	<p>The Authority is requested to restrict the requirement of full time deployment to Project Manager and Consultants along with part time (at least 35%) time commitment from the Team Leader.</p> <p>This is a standard practice adopted by many Central Government Ministries / Departments.</p> <p>The Authority is requested to modify the clause as follows Except Subject Matter Expert (SMEs) and Team Leader, all other resources will be required to work at DIC on full time basis (Second/Implementation Phase).</p>	<p>No Change. As per RFP</p> <p>During Phase I (3 months), the resources may work onsite or remotely subject to adhering to the timelines as given under Section 7.6 in RFP.</p> <p>During phase II (6 months), the following resources to work onsite only (as per Section 7.7):</p> <ol style="list-style-type: none"> a) Team Leader – 1 b) Project Manager – 1 c) Consultants – 3

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12.	29	9.3 Technical Evaluation – Team Leader	Team Leader Any other relevant certification – 2 marks	<p>Qualification required for the Team Leader will be demonstrated through educational qualifications and prior project experience. Hence, the requirement for additional certification is redundant.</p> <p>The Authority is requested to remove the requirement of additional relevant certifications and re-distribute the 2 marks allocated for certifications amongst other criteria as follows</p> <ul style="list-style-type: none"> • Qualification- maximum 8 marks • Experience – maximum 12 marks 	<p>No Change. As per RFP.</p> <p>The said 2 mark are for Certifications like Mergers, Acquisitions and Corporate Restructuring / Certified Change Management Professional / Business Valuation and Corporate Restructuring / Leading Change and Organizational Renewal etc. subject to submission of valid certificate with the CV indicating reference number which can be cross-checked with the issuing authority if required.</p>
13.	NA	Others	NA	The Authority is requested to kindly include a provision stating that Consultants shall retain ownership of their pre-existing Intellectual Property and consulting methodologies	<p>No Change</p> <p>RFP does not mention anything about pre-existing Intellectual Properties (IPs)</p>
14.	NA	Others	NA	The Authority is requested to kindly include a clause stating that the project output will remain confidential and shall not be published in public domain with the Consultant's name and logo on the same.	<p>No Change</p> <p>RFP does not mention anything about confidentiality of the project output</p>
<p>PRICEWATERHOUSECOOPERS PRIVATE LIMITED, GURUGRAM</p>					

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1.	7	Section 2.2	Activities: Pre-Bid clarification date (8th Oct) vis-a-vis last date of bid submission (16th Oct)	We adhere to the timelines mentioned by DIC however, because of our internal processes and compliance related to legal & risk approvals and also due to ensuing festive holidays, we request DIC to kindly extend the final submission of bid to 30 th Oct 2021.	The bid submission date extended till Nov 8, 2021 at 1855 hrs (IST).
2.	18	Section 7.2	Duration of the Assignment	Keeping in mind the quantum of work to be done in this assignment in terms of three pillars (i.e., Vision and Mission of the Organization; Organizational Structure Planning; Human Resource Planning and Policies) and qualitative assessment, design & recommendations, we would request DIC to consider the duration of assignment to total of 12 months i.e., Phase 1: 6 months and Phase 2: 6 months.	No Change. As per RFP.
3.	22	Section 7.7	Commitment on Resources: Resources deployed at DIC will have 9 leave over the 6 months (i.e., Phase-II) subject to approval from the Reporting Officer designated under this project	We would also like to understand the onsite commitment of resources in phase1.	As per RFP. During Phase I (3 months), the resources may work onsite or remotely subject to adhering to the timelines as given under Section 7.6 in RFP. During phase II (6 months), the following resources to work onsite only (as per Section 7.7): a) Team Leader – 1 b) Project Manager – 1 c) Consultants – 3

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4.	22	Section 7.7	<p>Commitment on Resources: DIC envisages continuous involvement of the consultant throughout the assignment.</p>	<p>Deployment of Resources under Covid19 crisis: If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, we request you to allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	<p>Kindly refer sub-section 7.7 of the RFP "Based on the Covid-19 pandemic guidelines, DIC resources are working from Office or Home or / and on roster basis as per the job requirements. The resources deployed at DIC will have 9 leaves over the 6 months (i.e. Phase-II) subject to approval from DIC. Any unauthorized absence from the duty will impact as deduction in payment as per details given at sub-section 9.9. An attendance register will be maintained at DIC where the resources will need to sign on each working day.</p> <p>The Working Hours and Public Holidays will be as per DIC policy. The current working hours are 9:00 am to 5:30 pm (Monday to Friday) with 30 minutes break for lunch.</p> <p>In case of Work from Home (WFH) with the permission of DIC during any occasion at phase II, the monitoring of attendance and work etc. will be done via online means.</p>

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5.	22	Section 7.7	Commitment on Resources: Minimum Qualification & experiences required for Project Manager	<p>Based on our experience and industry practices, there are resources who have immense professional experience in the organisation restructuring, HR Policies and relevant areas despite having educational background of Postgraduate in HR. We request DIC to kindly consider sectoral and functional experience of resource with MBA or equivalent degree as the minimum education qualification criteria for Project Manager Position.</p>	<p>Qualification of Project Manager at sub-section 7.7 will now be as follows:</p> <ul style="list-style-type: none"> • Post Graduate in HR / Management or MBA
6.	25	Section 8.5 clause(d)	Reference points for submission of Bids: The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the RFP documents.	<p>Since there is no EMD (in the form of DD or Bank Guarantee) emphasized in this RFP, do we need to physically send the Annexure-I by the last date of bid submission? May we request you to relax this clause at this bidding phase however the successful bidder may submit the hardcopy at the time of contract signing.</p>	<p>Accepted</p> <p>Scanned Copy duly signed by the Signing Authority with stamp / on letter head is to be uploaded on CPP portal with pre-qualification bid.</p>
7.	32	Section 9.9	Service Level Agreements (SLA) and Penalty: Deployment of all the Core resources and Commencement of services for phase-II	<p>We appreciate the commitment of resources; may we request you to consider the presence of resources on need basis i.e., combination of onsite and offsite for entire team</p>	<p>Kindly refer sub-section 7.7 of the RFP “Based on the Covid-19 pandemic guidelines, DIC resources are working from Office or Home or / and on roster basis as per the job requirements. The resources deployed at DIC will have 9 leaves over the 6 months (i.e. Phase-II) subject to approval from DIC. Any unauthorized absence from the duty will impact as deduction in payment as per details given at sub-section 9.9. An attendance register will be</p>

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					<p>maintained at DIC where the resources will need to sign on each working day.</p> <p>The Working Hours and Public Holidays will be as per DIC policy. The current working hours are 9:00 am to 5:30 pm (Monday to Friday) with 30 minutes break for lunch.</p> <p>In case of Work from Home (WFH) with the permission of DIC during any occasion at phase II, the monitoring of attendance and work etc. will be done via online means.</p>
8.	32	Section 9.9	<p>Service Level Agreements (SLA) and Penalty: Customer Satisfaction will be calculated on a scale of 1-10 with 10 being highest and 1 being lowest, across multiple parameters. Basis this evaluation, the penalty will be levied which could be 0.5% of the <u>quarterly payment</u> for the consultant.</p>	<p>What would be the frequency of customer satisfaction calculation during the tenure of the project?</p> <p>As per clause 10.7, the payment terms are based on milestones. However, customer satisfaction penalty clause is based on quarterly payments.</p> <p>Request you to provide clarification on how these two clauses relates to each other?</p>	<p>The revised point 6 under Section 9.9 (SLA & Penalty) is as follow:</p> <p>Customer Satisfaction: Customer Satisfaction will be calculated on a scale of 1-10 with 10 being highest and 1 being lowest, across multiple parameters. Customer satisfaction will be a factor of the 2 components viz.:</p> <p>a) Attendance:</p> <p>No. of man-days actually present / total no. of man-days X 10</p> <p>b) Timely submission of the reports / deliverables:</p>

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					<p>Each week of delay for each deliverable will result in negative satisfaction of 0.25.</p> <p>For e.g., if the attendance is 90 percent, then customer satisfaction marks will be nine (9)</p> <p>Further, four reports / deliverables have been delayed by one week each, there will be deduction of one mark (0.25 X 4) resulting in customer satisfaction of eight (8)</p> <p>Basis this evaluation, the penalty will be levied which could be two percent (2%) of the total work order value against each milestone of payment for the consultant. It is expected that a minimum score of 7 would be maintained by the consultants.</p>
9.	35	Section 10.8	<p>Penalty: Notwithstanding whatsoever stated in para above, if the selected Consultant fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per DIC"s satisfaction, then DIC can repudiate the contract and recover 20.00% of</p>	<p>As a standard practice, we request DIC to cap the liquidated damages / penalties cumulatively to 5% of the total contract value.</p>	<p>No Change. As per RFP.</p>

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			the contract value as penalty from the selected Consultant.		
10.	40	Section 10.17	Confidentiality: The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and DIC.	We request DIC to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No Change. As per RFP.
11.	40	Section 10.18	Indemnification: Any or all the Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/ or	<p>We request DIC to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified</p>	<p>Accepted with modifications as follow:</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against the Indemnified Party that any Service provided by the Indemnifying Party infringes copyright, trade secret or patents of the claimant third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be awarded against Indemnified Party.</p> <p>Clause 2: Indemnifying Party will not indemnify the</p>

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				<p>Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	<p>Indemnified Party, however, if the claim of infringement is caused by:</p> <p>a) Indemnified Party's misuse of the Service;</p> <p>b) Indemnified Party's misuse of the Service in combination with any product or information not owned or developed by Indemnifying Party;</p> <p>However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall do the following at its expense and option either:</p> <p>i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non infringing.</p> <p>The foregoing remedies are exclusive to the Indemnified Party and constitute the Indemnifying Party's liability with respect to infringement.</p>

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12.	40	Section 10.18	Indemnification: Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this RFP; and/or	There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.	Accepted The following point is shifted from Section 10.18 Indemnification to Section 10.19 Termination: Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this RFP;
13.	40	Section 10.18	Indemnification: -Breach of confidentiality obligations contained in this RFP; and/or - Negligence or gross misconduct attributable to the Consultant or its employees	Request DIC to kindly delete these indemnities and make these breaches subject to compensation by court awarded damages.	Accepted The following points are shifted from Section 10.18 Indemnification to Section 10.19 Termination: <ul style="list-style-type: none"> • Breach of confidentiality obligations contained in this RFP; and/or • Negligence or gross misconduct attributable to the Consultant or its employees
			Termination: 1) DIC reserves the right to cancel the contract of the selected Consultant and recover expenditure incurred by DIC in any of the following circumstances: a. The Consultant becomes insolvent or	We request that the option for Cancellation of Contract be excluded. Cancellation would entail the entire Contract to be void and thereby rob the Consultant the right to be paid for work done/services rendered as per agreed scope. We request that a balanced termination	As per RFP and following is added: Upon cancellation of the Agreement, the Consultant would promptly hand over to DIC all deliverable items, including work-in-progress, all in "as is where is" condition

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14.	41	Section 10.19	<p>goes into liquidation voluntarily or otherwise.</p> <p>b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.</p> <p>c. The progress regarding execution of the contract, made by the selected Consultant is found to be unsatisfactory.</p> <p>d. If deductions on account of Penalty exceeds more than 20% of the total contract price.</p> <p>e. If the selected Consultant fails to complete the due performance of the contract in accordance with the agreed terms and conditions.</p> <p>f. If the selected Consultant gets merged/ taken over by another firm.</p> <p>g. If there is a material breach of terms of RFP.</p> <p>h. The confidentiality obligations contained in this RFP is breached and/or</p> <p>i. Upon finding of negligence or gross</p>	for default clause should be made sufficient to cover such situations	subject to the mutual settlement of all money due and payable to them being paid.

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			<p>misconduct attributable to the Consultant or its employees</p> <p>j. Upon finding of breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this RFP;</p> <p>2) Upon cancellation of the Agreement, the Consultant would promptly hand over to DIC all deliverable items, including work-in-progress, all in “as is where is” condition, before mutual settlement of all amounts due and payable.</p>		
15.	43	Section 10.25	<p>Limitation of Liability: Save and except as provided in “Terms of Compensation” and “Termination” herein...</p>	<p>Request DIC to include to clause to state that we will not be liable for any indirect and consequential losses or damages under any circumstances. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. DIC is requested to include the below clause:</p> <p><i>Purchase / DIC agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</i></p>	<p>Following clauses are added to Section 10.25 Limitation of Liability</p> <p><i>DIC will not be responsible for loss or corruption of data. Bidder will take adequate measures to maintain backup of data.</i></p> <p>In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or</p>

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					expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).
16.	43	Section 10.26	Survival: Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract,	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.	No Change. As per RFP.
17.	44	Section 10.30	Adherence to Standards: DIC reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Consultant. DIC reserves the right to ascertain information from other institutions to which the Consultants have rendered their services for execution of similar programmes	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow DIC to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	No Change. As per RFP.
18.	46	Section 10.37	Representations and Warranties: (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.	We request that (b) be qualified as follows: <i>"no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members deployed on the Project by any statutory or regulatory or investigative agencies which adversely affect/may affect performance under the Contract."</i>	No Change. As per RFP.

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19.	48	Section 10.38 and Section 10.21	Relationship between the Parties and Publicity: The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless DIC first gives the successful Bidder its prior written consent	Please appreciate that this is a prestigious project for us, and we would like to showcase this project in our future proposals. We request DIC to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No Change. As per RFP.
20.	NA	NA	NA	We agree to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	<p>Dispute Resolution</p> <p>a) All disputes and/or differences between the Parties if any, arising out of or in connection with this RFP shall be settled mutually by the Authorized Representatives from both the parties.</p> <p>b) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of the dispute, it may be escalated to Secretary, Ministry of Electronics & IT (MeitY), Government of India</p> <p>c) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of Secretary, MeitY; either party may refer the matter for arbitration. Disputes, differences or questions arising between in connection with this RFP that remain unresolved at the above-stated stage, including but not limited to the</p>

Sr. No.	Page	Section Number & Section Name	Current clause	Queries	Replies
					<p>construction of this RFP or the rights, duties or liabilities of either party, will be settled by Arbitration.</p> <p>d) Arbitration of any dispute may be initiated by one party sending a written demand for Arbitration to the other party. This demand will specify the matter in dispute and request the appointment of an Arbitration Panel.</p> <p>e) The Arbitration proceedings will be conducted by the Arbitration and Conciliation Act of India, 1996. The site of the all judicial proceedings concerning this RFP shall be New Delhi. All expenses of the Arbitration shall be borne equally by the Parties unless the Arbitrators rule otherwise.</p> <p>f) Arbitration will be as per Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.</p>
21.	NA	NA	NA	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in</p>	<p>Accepted as per changes made:</p> <p>The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and</p>

Sr. No.	Page	Section Number & Section Name	Current clause	Queries	Replies
				<p>the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may</p>	<p>provides all relevant evidence, documentary or otherwise</p> <p>b. The Indemnified Party, at the cost of the Indemnifying Party, gives the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense</p> <p>c. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party</p> <p>d. all settlements of claims subject to indemnification under this Clause will:</p> <p>i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>ii. include any appropriate confidentiality agreement prohibiting disclosure of</p>

Sr. No.	Page	Section Number & Section Name	Current clause	Queries	Replies
				<p>reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	<p>the terms of such settlement; e. the Indemnified Party accounts to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings f. the Indemnified Party takes steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates</p>
22.	NA	NA	NA	<p>There are no acceptance criteria in the tender document.</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations.</p> <p>We request you to incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that</p>	<p><i>Accepted</i></p> <p><i>Within 10 working days from DIC's receipt of a draft deliverable, DIC will notify Consultant if it is accepted. If it is not accepted, DIC will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft</i></p>

Sr. No.	Page	Section Number & Section Name	Current clause	Queries	Replies
				<p>acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>Within 10 days (or any other agreed period) from DIC's receipt of a draft deliverable, DIC will notify Consultant if it is accepted. If it is not accepted, DIC will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If DIC does not notify Consultant within the agreed time period or if DIC uses the draft deliverable, it will be deemed to be accepted.</i></p>	<p><i>deliverable materially meets the agreed specifications. If DIC does not notify Consultant within the agreed time period or if DIC uses the draft deliverable, it will be deemed to be accepted.</i></p>
23.	58	Annexure 7	<p>Declaration: No default on any project in jurisdiction of India</p>	<p>We request that the Bidder is allowed to submit a self-declaration stating that:</p> <p><i>Bidder has neither failed to perform on any contract, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has Bidder been expelled from any project or contract or have had any contract terminated for breach on the Bidder's part, with such termination having been approved / upheld by any court decree or arbitral award against the Bidder to such effect.</i></p>	<p>No Change. As per RFP</p>
24.	59	Annexure 8	<p>Declaration: No Ownership or Control of DIC Employees (or relatives)</p>	<p>We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price, and this holds true even when parties are related to each other.</p>	<p>No Change. As per RFP</p>

Sr. No.	Page	Section Number & Section Name	Current clause	Queries	Replies
				Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.	
Resurgent India Limited					
1	54	Annexure 4, serial No.7	Eligibility / Pre-qualification Bid	The Bidder must have earned a fee of at least Rs. 50 Crores (Rupees Fifty Crores Only) from Management Consultancy services during each of the three previous financial years i.e. (2017-18, 2018-19 and 2019-20)	Financial years 2018-19, 2019-20 and 2020-21 will be considered as mentioned on page 15, Sr. No. 7

SECTION B: Addendum / Corrigendum

1. **The bid Submission Date extended till Nov 8, 2021 at 1855 hrs.**
2. Sr. No. 4 of Section 6 Eligibility Criteria shall now be read as under

Relevant details of engagement(s) undertaken in the last three years (2018-19, 2019-20 & 2020-21) with Client Certificates.

In case Completion Letter/ Reference Letter / email from Authorized Signatory of the client is not available, the description of the projects (past experience) cited is to be provided as per 'Annexure 5 – Format for Relevant Engagements' and must be certified by Statutory Auditors in addition to Authorized Signatory of the Bidder.

3. Section 6 : Eligibility Criteria Sr. No. 1 should be read as:

Bidder should have been in existence in India from April 1, 2016 or earlier either by the date of incorporation in India or by virtue of functioning as a Branch office of a parent company with operations & projects in India. Documentary evidence should be submitted as per RFP.

4. Experience of Team Leader at sub-section 7.7 will now be as follows:

- Minimum Fifteen (15) years of professional work experience
- Rest as per RFP

5. Qualification & Experience of Project Manager at sub-section 7.7 will now be as follows:

- Qualification - Post Graduate in HR / Management or MBA
- Minimum Ten (10) years of professional work experience
- Rest as per RFP

6. Qualification & Experience of Consultants at sub-section 7.7 will now be as follows:

- Qualification – Post Graduate in HR, IT, Management or MBA
- Minimum Six (6) years of professional work experience
- Rest as per RFP

7. Kindly refer sub-section 7.7 of the RFP. The following is added:

In case of Work from Home (WFH) during any occasion at phase II, the monitoring of attendance and work etc will be done via online means.

8. Submission of Bid Security Declaration

- No submission of hard copy is required.
- However, scanned copy of the same as per RFP duly signed by the signatory authority with stamp / on letter head is to be uploaded on CPP portal.

9. Point 6 i.e. Customer Satisfaction under Section 9.9 (SLA & Penalty) shall be read as follow:

Customer Satisfaction: Customer Satisfaction will be calculated on a scale of 1-10 with 10 being highest and 1 being lowest, across multiple parameters. Customer satisfaction will be a factor of the 2 components viz.:

a) Attendance:

No. of man-days actually present / total no. of man-days X 10

b) Timely submission of the reports / deliverables:

Each week of delay for each deliverable will result in negative satisfaction of 0.25.

For e.g., if the attendance is 90 percent, then customer satisfaction marks will be nine (9)

Further, four reports / deliverables have been delayed by one week each, there will be deduction of one mark (0.25 X 4) resulting in customer satisfaction of eight (8)

Basis this evaluation, the penalty may be levied which could be two percent (2%) of the total work order value against each milestone of payment for the consultant. It is expected that a minimum score of 7 would be maintained by the consultants.

10. Point 5 under Section 9.9 is modified as follow:

Service Levels	Measurement criteria	Applicable Penalty
Replacement of resource (non-performance, resignation, retirement, Death etc)	Within 5 working days on request by DIC	INR 10,000/- per day per person for the number of days & resources. In addition, the bidder will ensure that there is a proper handover of the work and smooth & seamless transition. There should not be any hampering in execution of the deliverables. The penalty of two percent (2%) may be imposed on total cost (lump sum amount quoted by the bidder) per resource person replace by the bidder in case there has been any lapse in this point (smooth transition).

11. Financial years mentioned at Annexure 4 (Page 54), serial No. 5 & 6 shall be read as Financial Years 2018-19, 2019-20 and 2020-21 instead of 2017-18, 2018-19 and 2019-20. The revised serial no. 5 & 6 are as follow:

Sr. No	Details	Supporting Documents to be submitted
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5	The Bidder should have average positive profit in the last three consecutive financial years (2018-19, 2019-20 and 2020-21). The profitability at Profit Before Tax levels would be considered for evaluation.	Certified (by Statutory Auditor) copies of audited Balance sheet and Profit & Loss Account for past 3 years
6	The Bidder must have earned a fee of at least Rs. 50 Crores (Rupees Fifty Crores Only) from Management Consultancy services during each of the three previous financial years i.e. (2018-19, 2019-20 and 2020-21) Fee from services other than management consultancy viz. relating to accounting, audit and taxation, etc. will not be included.	Suitable certification by Statutory Auditors. In case the Bidder provides other services also, the fee from management consultancy services only will be considered. Relevant certificate from Statutory/ Tax Auditors will be required.