

CLARIFICATIONS OF QUERIES RECEIVED IN PRE-BID MEETING
RFP for Selection of Agency for Assessment of eGovernance Projects of Government of Gujarat
Tender No: SW17012018153

#	Section / Page No.	Content of RFP requiring Clarification(s)	Points of Clarification / Changes Requested	Clarifications by GIL/DST
1.	Eligibility Criteria for Submission of RFP Proposal Page No: 5 Point No. 4.1	Agency (consulting, research institution, policy research institution, academic institution, engaged in research, market research agency etc.) should have been operating in India for a period of at least 5 years on the date of the proposal submission with registered/fully operational office in India.	Copy of registration certificate indicating date and incorporation status & address along with MoA (Memorandum of Association)/AoA (Article of Association) –if any. Please clarify are proprietorship firms allowed to participate in the tender.	Yes.
2.	Eligibility Criteria for Submission of RFP Proposal Page No: 5 Point No. 4.3	Agency should have completed at least 10 evaluation/ assessment/ benchmarking/ leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 5 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/ analytics support on assessment/ evaluation/benchmarking/ leading practices studies component.	Request for amendment of clause allowing the firms to participate to participate in the tender having experience of at least 5 projects of ICT/2-governance/IT in India each of value of more than Rs 25 Lakhs in past 5 years.	Please see revised RFP page no. 5 clause no 4.3.
3.	Eligibility Criteria	No Consortium will be allowed.	Please consortium of at least 2 bidders to participate in the tender.	Please see revised RFP page no. 5 clause no 4.6.
4.	Earnest Money Deposit (EMD) Section 16.2	Earnest Money Deposit Rs. 2,00,000/- (Rupees Two lacs only)in the form of DD/BG in favour of “Gujarat Informatics Limited” payable at Gandhinagar.	Please allow exemption for the firms who are registered under MSME- Micro, small and Medium Enterprises.	No change. As per RFP.
5.	5.19/7	Tenderer will select the resources after scrutinizing resumes and interviewing of the probable candidates proposed by the bidders for this assignment	1.Does resume of individual consultants required as part of proposal document ? 2. Is there a specific format of technical bid submission ?	1. Yes 2. wherever the format is not given in the RFP, bidder may submit in their own format.
6.	5.20/7	1. Local Travel Gandhinagar, Ahmedabad No Reimbursement	1. GIL will arrange local transport for the official meetings or travel for collection of data within Gandhinagar or to Ahmedabad ?	1. bidder has to arrange the local transport in Gandhinagar/Ahmedabad by their own. Only field visit out of Gandhinagar/Ahmedabad shall be arranged by GIL.
7.	5.20/8	Transport – will be provided by GIL	1. What will be the authorized mode of transport within Gujrat is Taxi ?	As per RFP.

8.	16.13/16	change the work content by increasing/reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change.	<p>1. Will the change of work constitute work within the project mentioned or new projects / assessment of other systems will also to be considered?</p> <p>2. What is the provision/mechanism to decide 20% ? What would be the change management process to discuss and decide the scope ?</p>	<p>1. it would be the project mentioned or new projects given by Government.</p> <p>2. The no. of projects to be assessed can increase. This is just indicative list.</p>
9.	16.29.1/20	The agency may be required to work for State Government Departments assigned by GIL/DST as and when required.	<p>1. Please clarify the scope of work to be done for state government.</p> <p>2. Will the agency be allowed to quote separately based on nature of assigned work as per the change management process ?</p>	<p>1. As per the scope of work and deliverables mentioned in the RFP.</p> <p>2. No separate quotation shall be considered. Agency has to quote as per Financial Bid given in the RFP.</p>
10.	16.29.2/21	GIL/DST may assign the additional work/similar nature of work to the agency at the selected financial quote.	<p>1. Assumed to be within the contract period of six months and fresh quotes be allowed after the initial contract period.</p> <p>2. Assignment of additional work of similar nature depends upon the effort required after defining the scope, so requested to keep this as part of change management on actual basis.</p>	<p>1. The contract may be extended by another six months with same terms and conditions and price. No upward revision in the Financial Bid shall be allowed.</p>
11.	4.3 Eligibility Criteria	Agency should have completed at least 10 evaluation/ assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 5 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on assessment/evaluation/benchmarking/ leading practices studies component.	<p>M/s BeST has provided consultancy Services in which Project evaluation/assessment/benchmarking are part of the Project. May we submit the work order of consultancy in which consultant and project evaluation are part of the Project</p> <p>Or</p> <p>Agency should have completed at least 10 consultancy /evaluation/assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 10 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on assessment/evaluation/benchmarking/leadi</p>	<p>Please see revised RFP page no. 5 clause no 4.3.</p>

			ng practices studies component. It is requested to accept only the work order /Project Engagement letter/ Agreement for bidding Purpose with contact details of client for verification purpose. It is very tough to get completion certificate from client.	
12.	4.4 Eligibility Criteria	Agency should have annual turnover of at least 5.00 Crore or more in each of the last three financial years (2017-18, 2016-17, 2015-16).	The sum of turnover of last 3 Financial year i.e 2014-15, 2015-16,2016-17 should be at least 12 Cr.	No Change. As per RFP page no. 5 clause no. 4.4. However, the financial years from 2014-15 will be considered.
Ernst & Young LLP				
13.	Fee	Fee is Rs. 1770/-	We request to clarify whether it is inclusive of GST or not.	Yes. It is including GST.
14.	Section 2.4.4 Page no. 3	Last date of submission of EMD & Bid processing Fees (Physically) in GIL	Please provide the address for the submission of physical copy of EMD and Fee	Address is already mentioned in the RFP.
15.	Sr. 4.1 on page no. 5	Supporting proof: Copy of registration certificate indicating date and incorporation status & address along with MoA (Memorandum of Association)/AoA (Article of Association) –if any	We request to modify the same as below: Copy of registration certificate indicating date and incorporation status & address along with MoA (Memorandum of Association)/AoA (Article of Association) or Certificate of Incorporation –if any	Accepted.
16.	Sr. 4.3 on page no. 5	Agency should have completed at least 10 evaluation/ assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 5 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on assessment/evaluation/benchmarking/ leading practices studies component. Supporting Proof/ Documents required:	In long duration projects multiple phases are involved which are based on various milestones. Therefore, we request to modify the statement as below: Agency should have completed/ Phase completed at least 10 evaluation/ assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India or globally each of value of more than Rs 25 lakhs in past 7 years . Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on	Please see revised RFP page no. 5 clause no 4.3.

		<ul style="list-style-type: none"> • Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines • Completion Certificate from Client indicating timelines 	assessment/evaluation/benchmarking/ leading practices studies component. Supporting Proof/ Documents required: <ul style="list-style-type: none"> • Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines • Completion Certificate from Client indicating timelines/ Phase completion proof / Self declaration by the authorized signatory certifying the successful completion of project. 	
17.	Section 4.4 on page no. 5	Agency should have annual turnover of at least 5.00 Crore or more in each of the last three financial years (2017-18, 2016-17, 2015-16).	Please modify the criteria as below: Agency should have annual turnover of at least 5.00 Crore or more in each of the last three financial years (2016-17, 2015-16, 2014-15) as the audited financial statements for FY 2017-18 will be available only after the end of current financial year	Accepted.
18.	Section 4.4 on page no. 5	A certificate from the Chartered Accountant on turnover in these years, in original	Since the submission is online, we can submit a scanned copy of the original certificate from the Statutory Auditor.	Accepted.
19.	Section 5.1 of the Scope of Work	Understand project requirements in consultation with Project Implementing Department/HoD	We request to please provide the name of departments/offices with reference to the tentative list of the projects mentioned in the section 9.4	Please see revised RFP page no. 8 clause no 9.4.
20.	Section 5.3 of the Scope of Work	Verify, validate, sign-off the data and analyze	We request to modify the statement as below: Support department in Verify, validate, sign-off the data and analyze	Bidder has to support department in verification, validation and analyzation of data.
21.	Section 5.8 of the Scope of Work	Post acceptance of assessment report(s), proof-read & sign-off print ready copies (Gujarati and English for all reports).	Please clarify whether we need to engage a translator for the English to Gujarati and whether the cost of translator needs to be submitted in the financial bid	Yes. Please see revised RFP page no. 6 clause no 5.7.2.
22.	Section 5.13 of the Scope of Work – Senior Consultant	BE/B.Tech (EC/IT or equivalent / MCA / MSc. (IT)) with minimum 10 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	Request you to kindly reframe the qualification criteria as below:	Please see revised RFP page no. 6 clause no 5.13.

			BE/B.Tech (EC/IT/CS/EE or equivalent) / MCA / MSc. (IT) with minimum 10 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	
23.	Section 5.13 of the Scope of Work – Consultant	equivalent/MCA/MSc. (IT)) with minimum 6 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	Please reframe the qualification criteria as below: BE/B.Tech (EC/IT/CS/EE or equivalent) / MCA / MSc. (IT) with minimum 6 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	Please see revised RFP page no. 6 clause no 5.13.
24.	Section 5.14 of the Scope of Work – Consultant	The Senior Consultant and Consultant should be well versed in research evaluation, methodology, statistical techniques, statistical software like SPSS or SAS	We request to modify the criteria as below: The Senior Consultant and Consultant should be well versed in research evaluation, methodology, statistical techniques, statistical software like SPSS, SAS or equivalent tools	As per RFP.
25.	Section 5.20 of the Scope of Work – Consultant	Local Travel: Gandhinagar, Ahmedabad: No Reimbursement	We request to provision for the reimbursements for the local travel also. DA may kindly be relaxed for the local travel.	No change. As per RFP.
26.	Section 16.9 Fraud & Corruption	The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to GIL/DST's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. GIL/DST requires that Agency selected through this RFP Document must observe the highest standards of ethics during the performance and execution of such contract.	Please add the below in the section 16.9 if it is not published. "These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	As per RFP.
27.	Section 16.16 Intellectual Property Rights		Please include the below in this section: To transfer IP rights for the cases where consultant is engaged to develop a unique methodology or other material for the client's exclusive use. The consulting Firm must make sure such transfer will not prevent the Firm from providing similar services to other clients Under no circumstances a transfer of IP in consultant's Logo, Consultant's Name and Consultant's corporate taglines to	No Change. As per RFP

			Clients is possible. Any use of IP in consultant's Logo, consultant's Name and consultant's corporate taglines by Clients is subject to consultant's Universal Policy.	
28.	General	Limitation of Liability	<p>There is no Limitation of Liability clause in the RFE. Unlimited liability poses lot of risks to enter into such engagements for a company. A cap on liability should be mentioned. Therefore, we request to add the following in the RFE</p> <p>Limitation of Liability: The Client (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	In no event shall department/GIL liable for any indirect, incidental, special, consequential, reliance or cover damage, loss of profits, revenue, date or in respect of all suits, actions, losses, expenses (including but not limited to legal fees and costs of defense and any Tax thereon) incurred by bidder. However, in no event the total liability of bidder under the project exceed the total fees received by bidder from the Client under this project, as of the date such liability arose.
29.	14.8 Presentation Evaluation Sr. No 1,2,3 B4:D18	As per RFP	Would request to delete sample project and request for eGovernance projects only	Please see revised RFP page no. 11 clause no 14.10.
30.	16.2	The EARNEST MONEY DEPOSIT shall be forfeited: 16.2.5.1if a Bidder withdraws its bid during the period of bid validity 16.2.5.2in case of a successful Bidder, if the Bidder fails:	The EARNEST MONEY DEPOSIT shall be forfeited: 16.2.5.1if a Bidder withdraws its bid during the period of bid validity 16.2.5.2in case of a successful Bidder, if the	No change. As per RFP.

		<ul style="list-style-type: none"> • to sign the Contract as mentioned above or • to furnish performance bank guarantee as mentioned above or • If the bidder is found to be involved in fraudulent practices. 	<p>Bidder fails:</p> <ul style="list-style-type: none"> • to sign the Contract as mentioned above <u>despite his deviations being reasonably considered</u> or • to furnish performance bank guarantee as mentioned above <u>after the signing of Contract</u> or • If the bidder is found to be involved in fraudulent practices <u>and the same is established in a court of competent jurisdiction.</u> 	
31.	16.7	<p>GIL/DST requires that Agency provide professional, objective, and impartial advice and at all times hold the GIL/DST s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.</p>	<p>GIL/DST requires that Agency provide professional, objective, and impartial advice and at all times <u>endeavour to</u> hold the GIL/DST s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests <u>which materially impact the Agency's capacity to carry out this project</u> and act without any consideration for future work.</p>	No change. As per RFP.
32.	16.8	<p>Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the GIL/DST, the Agency and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.</p>	<p>Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the GIL/DST, the Agency and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract. <u>The Parties agree that with respect to any business information of the disclosing Party which (i) is marked as "confidential," proprietary" or some similar indication; (ii) is expressly advised by the disclosing Party to</u></p>	No change. As per RFP.

be confidential through some contemporaneous written means; or (iii) which the receiving Party would reasonably construe to be confidential information under the circumstances (collectively referred to as "Confidential Information"):

(a) to use such Confidential Information only in relation to the Services;

(b) not to disclose any such Confidential Information or any part thereof to a person outside the Party's business organization for any purposes unless expressly authorized by the owner of such Confidential Information;

(c) to limit dissemination of such Confidential Information to persons within the Party's business organization who are directly involved in the performance of Services under this Agreement and have a need to use such Confidential Information;

(d) to safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.

4.2 Confidential Information shall not include information that:

(a) is as of the time of its disclosure part of the public domain;

(b) is subsequently learned from a third Party without a duty of confidentiality;

(c) at the time of disclosure was already in the possession of the receiving Party;

(d) was developed by employees or agents of the receiving Party independently of and without reference to any information communicated to the receiving Party; or

(e) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving Party shall, at its

			<p><u>earliest opportunity, provide written notice to the disclosing Party prior to such disclosure and where feasible giving the disclosing Party a reasonable opportunity to secure a protective order or take other action as appropriate.</u></p> <p><u>4.3 The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.</u></p> <p><u>4.4 The terms of this clause shall continue in full force and effect for a period of one years from the date of disclosure of such Confidential Information.</u></p>	
33.	16.9	<p>The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to GIL/DST's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.</p> <p>GIL/DST requires that Agency selected through this RFP Document must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL/DST: 16.9.1 Defines, for the purposes of this provision, the terms set forth as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GIL/DST or any personnel of Agency in contract executions.</p> <p>(ii) "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL/DST, and includes collusive practice among agency (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive GIL/DST of the benefits of free and open competition;</p> <p>(iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the</p>	<p>The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to GIL/DST's interest. Subject to clause 16.8. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. GIL/DST requires that Agency selected through this RFP Document must endeavour to observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL/DST: 16.9.1 Defines, for the purposes of this provision, the terms set forth as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GIL/DST or any personnel of Agency in contract executions.</p> <p>(ii) "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL/DST,</p>	No change. As per RFP.

Scope of Work which was given by the GIL/DST.
(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

16.9.2 Will reject a proposal for award/empanelment, if it determines that the agency recommended for award, has been determined by GIL/DST to having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.

16.9.3 GIL/DST will terminate the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

16.9.4 Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

and includes collusive practice among agency (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive GIL/DST of the benefits of free and open competition;

(iii) "Unfair trade practices" means **intentionally** supplying of services different from what is ordered on, or change in the Scope of Work which was given by the GIL/DST.

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

16.9.2 Will reject a proposal for award/empanelment, it determines that the agency recommended for award, has been determined by **a court of competent jurisdiction** GIL/DST to having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.

16.9.3 GIL/DST will terminate the **contract with the** agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

16.9.4 Will declare a firm ineligible, ~~either indefinitely or for a stated period of time~~ **not exceeding 2 years**, for awarding the contract, if it at any time **a court of competent jurisdiction** determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

34.	16.11	<p>The Agency shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to GIL/DST. The Agency shall always support and safeguard the legitimate interests of GIL/DST in any dealings with the third party. The Consultant/ Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in RFP Document in totality.</p>	<p>The Agency shall perform the services and carry out their obligations under the Contract/ agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency <u>shall endeavour to</u> always act in respect of any matter relating to this contract as faithful advisor to GIL/DST. The Agency shall always support and safeguard the legitimate interests of GIL/DST in any dealings with the third party. The Consultant/ Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in RFP Document in totality.</p>	No change. As per RFP.
35.	16.13	<p>GIL/DST may at any time before completion of work under project awarded to the Agency, change the work content by increasing/ reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/ decreased quantity at the same contract rates within the time stipulated for providing services to GIL/DST.</p>	<p>Request Deletion. Substitute with : <u>Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the deliverables, schedule, and fee. In the absence of a signed Change Order, Agency shall not be bound to perform any additional services.</u></p>	No change. As per RFP.
36.	16.14	<p>It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to GIL/DST and consent of the GIL/ DST should be taken for the same</p>	<p>It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to GIL/DST and consent of the GIL/ DST should be taken for the same, <u>which shall not be unreasonably withheld.</u></p>	No change. As per RFP.

37.	16.14	<p>In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/ hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with GIL/DST after taking GIL/DST approval. If GIL/DST/Project Owner feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals. GIL/DST may enquire from the employers mentioned in the CV of professionals about their profile to validate the information. The agency may face legal action if:</p> <p>16.14.1 any wrong/false information is found about the professional(s)</p> <p>16.14.2 any professional is found to be unavailable during the project duration</p>	<p>In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/ hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with GIL/DST after taking GIL/DST approval, <u>which shall not be unreasonably withheld.</u> If GIL/DST/Project Owner feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals. GIL/DST may enquire from the employers mentioned in the CV of professionals about their profile to validate the information. The agency may face legal action if:</p> <p>16.14.1 any <u>intentionally</u> wrong/false information is found about the professional(s)</p> <p>16.14.2 any professional is found to be unavailable during the project duration <u>except when such situation is out of the control of the agency.</u></p>	No change. As per RFP.
38.	16.16	<p>No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the GIL/DST & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, GIL/DST shall be defended in the case of any proceedings which may be brought in that connection.</p>	<p>No services covered under the Contract shall be sold or disposed by the Agency in violation of any <u>intellectual property</u> right whatsoever of third party including, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the GIL/DST & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, GIL/DST shall be</p>	No change. As per RFP.

			<p>defended in the case of any proceedings which may be brought in that connection. <u>Agency shall not have any liability to GIL/DST under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by GIL/DST where the deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by GIL/DST; (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing.</u> <u>Agency will completely satisfy its obligations hereunder if, after receiving notice of a claim, Agency obtains for GIL/DST the right to continue using such deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</u></p>	
39.	16.16.4	To be added	<p>Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner</p>	<p>Suggestions acceptable. not</p>

40.	16.20.	<p>In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.</p>	<p>In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges <u>paid or payable to the agency for three months prior to the rise of first such claim</u> received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.</p>	As above.
41.	16.21-Suspension	Refer to RFP	Request to delete the clause	Suggestions not acceptable.
42.	16.22	<p>GIL/DST reserves the right to withdraw/terminate the contract in any of following circumstances -</p> <p>16.22.1 Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization</p> <p>16.22.2 Information provided to GIL/DST is found to be incorrect</p> <p>16.22.3 Work order/Contract conditions are not met within the specified time period</p> <p>16.22.4 Misleading claims about the assignment are made</p> <p>16.22.5 Clear evidence is received that there is breach of copyright.</p> <p>No consequential damages shall be payable to the Agency in the event of such termination.</p> <p>If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the GIL/DST may invoke any or all of the clauses, forfeit the Performance</p>	<p>GIL/DST reserves the right to withdraw/terminate the contract in any of following circumstances -</p> <p>16.22.1 Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization</p> <p>16.22.2 Information provided to GIL/DST is found to be incorrect <u>and the agency had knowledge of its being incorrect at the time of providing such information.</u></p> <p>16.22.3 Work order/Contract conditions are not met within the specified time period <u>despite giving a cure period of minimum 30 days.</u></p> <p>16.22.4 Misleading claims about the assignment are made</p> <p>16.22.5 Clear evidence is received that there is breach of copyright <u>and the same</u></p>	No change. As per RFP.

		Guarantee Amount, Terminate the contract agreement.	<u>is proven in a court of competent jurisdiction.</u> No consequential damages shall be payable to the Agency in the event of such termination. If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the GIL/DST may invoke any or all of the clauses, forfeit the Performance Guarantee Amount, Terminate the contract agreement.	
43.	16.23	If a Force Majeure situation arises, the Agency shall promptly notify to the GIL/DST in writing, of such conditions and the cause thereof. Unless otherwise directed by the GIL/DST in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event	If a Force Majeure situation arises, the Agency shall promptly notify to the GIL/DST in writing, of such conditions and the cause thereof. Unless otherwise directed by the GIL/DST in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event	No change. As per RFP.
44.	16.29	GIL/DST may assign the additional work/similar nature of work to the agency at the selected financial quote.	Request to delete the clause	Suggestion not acceptable.
45.	Taxes	Request to add the clause in the RFP	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of GIL/DST.	The taxes will be extra as applicable at the time of invoicing. Please see revised RFP page no. 21 clause no 16.30
46.	Savings clause	Request to add the clause in the RFP	Agency's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Agency's performance is effected, delayed or causes non-performance due to GIL/DST's omissions or actions whatsoever.	The delay which would not in account of the bidder will not be considered. Please see revised RFP page no. 19 clause no 16.1

47.	Deemed acceptance	Request to add the clause in the RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by GIL/DST in the event when GIL/DST has not submitted its acceptance or rejection response in writing to Agency within 15 days from the date of installation/commissioning or when GIL/DST uses the deliverable in its business, whichever occurs earlier. Parties agree that Agency shall have 15 days time to correct in case of any rejection by Client.	No change. As per RFP.
48.	SNR	Request to add the clause in the RFP	GIL/DST hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. GIL/DST agrees that Agency shall not be in any manner be liable for any delay arising out of GIL/DST's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	Suggestion acceptable. not
49.	Audit	Request to add the clause in the RFP	Request that the following be included: Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Agency to provide to GIL/DST access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Agency's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Agency's profitability or other such financial data.	Suggestion acceptable. not
50.	Agency's right to terminate	Request to add the clause in the RFP	The Agency shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	Suggestion acceptable. not
51.	NA	Request to add the clause in the RFP	Please allow bidders to submit deviations with proposal	Suggestion acceptable. not

52.	Annexure A: Page 22	Framework for Assessment	Please clarify the reason for sharing Annexure A	The annexure A is for giving basic idea and indicative parameter for the assessment of the project.
53.	Clause 4.3, Pg. 5	Supporting Proof/ Documents required - " Completion Certificate from Client indicating timelines "	As discussed in the pre-bid meeting, we would like to request to also consider alternative collaterals to ascertain completion of studies in place of only completion certificate. As after completion of study, not every client issue a certificate. Therefore, we would suggest to allow following supporting proofs along with completion certificate - self-certification, copy of TDS certificate, list of studies detailing essential elements of project sing and certified by statutory or Company CA.	Please see revised RFP page no. 5 clause no 4.3
54.	Clause 5.13, Pg. 6	Relevant Experience - "At least 7 years in assessment of e- Governance Project for Senior Consultant" and "At least 4 years in assessment of e- Governance Project"	The current ask in terms of experience (consultant with 7 years assessment experience) of e-Gov project. There is need to define Relevant Experience. It should be based on number of successful assessment studies handled by consultants.	Please see revised RFP page no. 6 clause no 5.13
55.	Clause 16.18, Pg. 17	Assignments It is expected that the agency will complete the assignments on their own. However, the agency may outsource a part of the project (e.g. data collection etc) , to perform its obligation under the Contract/agreement, with prior approval from GIL/DST. It may kindly be noted that the outsourcing is allowed with the condition that the selected agency will be responsible for all deliverables under the contract and GIL/DST will not be liable for any dispute between the parties.	The clause is suggesting to outsource part of the project with prior approval from GIL. However, format suggested for Financial Bid is asking to quote man month rate for 1 senior consultant and 4 consultants for 6 months. For better time and effort estimation and defining scope of each project, if GIL can identify and outline need for outsourcing of data collection (out of 33 projects, number of projects would need for outsourcing data collection. can we use in-house data collection team? How to do budgeting for outsourcing of data collection?	1. The approach and methodology of assessment including data collection may vary from project to project basis. So, GIL can't give outline. 2. Bidder may use in-house data collection team. 3. The outsource of data collection, if required should be included in the cost asked in the financial bid.