

**Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL**

**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
1.	<b>Invitation to Bid (Page No. 4 of RFP)</b> Last date of Bid Submission 4 <sup>th</sup> January, 2022	The Pre-Bid queries submission date is 21 December, 2021. Bid Submission date is scheduled for 4 <sup>th</sup> January, 2022.  Considering the fact that, the last week of December from Christmas to New Year's eve is holiday season we request you to grant extension of minimum 2 weeks after receipt of clarification on the pre-bid queries from PFCCL so that the clarifications can be appropriately considered for preparation of the Technical and financial proposal.	The last date for submission of bids has been extended till 18 <sup>th</sup> January, 2022.
2.	<b>Invitation to Bid</b> <b>5. Qualifying Requirements (Page No. 6 of RFP)</b> d) The above team must be located in Delhi NCR.	As per Section -VII General Conditions of Contract, XI b) the except the 2 Team Members who are required to be stationed at the PFCCL for entire duration of the contract all other members of the team are required to be deployed as and when required, further considering the ongoing COVID-19 pandemic and the general trend of Work From Home (WFH) being prevalent the requirement of all team members to be located in Delhi NCR seems not so relevant.  We request PFCCL to remove this condition from the bid document.	No change envisaged. However, the work from home facility would be extended to the consultant as per the directives of PFC from time to time.
3.	<b>Invitation to Bid (Page No. 6 of RFP)</b> 8. The engagement would be for a period of 36 months.	We request to insert following provision which is in line with provision at clause 2.18 on pg. no. 14 of the RFP.  "extendable by 1 year each on two occasions on same terms and conditions."	Please refer Corrigendum No. 1

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4.	<b>Section-II Instructions to Bidders (Page No. 10 of RFP)</b> <b>2.3 Submission of Bid</b> (c) Financial Bid (iv) “.....If different price/fee is quoted for various years then the bid would be treated as invalid”	Given that the proposed engagement is for 3 years (extendable by 1 more years on mutual basis), PFCCL is requested to allow for a standard annual escalation rate for the overall Man-Month rate (Price Bid) quoted by the bidder.	No change envisaged.
5.	<b>Section-II Instructions to Bidders (Page No. 15 of RFP)</b> <b>2.23 Disclaimer</b> Clause no. (c) is exact opposite of clause no. (d). In clause no. (c) PFCCL is not accepting any responsibility for maintaining confidentiality while in clause no. (d) PFCCL is accepting to treat all information received through bid in confidence.	We request PFCCL to remove clause 2.23 (c) in context of the conflicting clauses.	Please refer Corrigendum No. 1
6.	<b>Section III Bid Information (Page No. 17 of RFP)</b> <b>3.6 Deadline for Submission of Bids,</b> Timelines of bid submission	<ul style="list-style-type: none"> <li>As a practice, major consulting firms remain closed for 7-10 days during year end. This year as well and will remain closed during ‘block leave’ period of 24/12/2021 to 3/01/2022, during which vital administrative and financial support will remain unavailable to the business teams.</li> <li>In addition to this, the firms requires 3-4 weeks’ time to prepare large value and long-term proposals considering a number of processes involved in internal approvals and time taken in preparation of a competitive proposal.</li> <li><b>In view of above, PFCCL is requested to extend the bid deadline by 3 weeks, i.e. up to 25<sup>th</sup> January 2022.</b></li> </ul>	The last date for submission of bids has been extended till 18 <sup>th</sup> January, 2022.

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7.	<b>SECTION-IV Qualifying Requirements (Page No. 19 of RFP)</b> <b>Clause 4.2 (Qualifying Requirements for Bidder)</b>  The Bidder should have average annual turnover of at least Rs. 400 crore from consulting operations in India in last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21). Proof of Turnover certified by the Chartered Accountant to be submitted.	The average annual turnover requirement may be reduced to 350 crore.	Please refer Corrigendum No. 1
8.	<b>SECTION-IV Qualifying Requirements (Page No. 19 of RFP)</b> <b>Clause 4.3 (Qualifying Requirements for Bidder)</b>  ".....PFCCL may require Bidder to submit satisfactory completion certificate issued by client or / Proof of Payment against final invoice to validate the same...."	Self-Certification from the Bidder may be allowed as proof of completion of assignments	No change envisaged.
		Getting completion certificate for all the assignments within the given timeframe would be very difficult. Getting completion certificate from most of the government entities is a tedious job and would involve much time and effort. Further, it would be difficult to prove for any bidder for proof of payment against the final invoice and relate it to the assignment value. Further, the assignments which are ongoing currently also needs to be allowed as the current scope envisages long term and contract value assignments. The current RFP issued by PFCCL also envisages multi-year assignments and considering only completed assignments would not be prudent.  Accordingly, the above clause can be amended as follows:  PFCCL may require Bidder to submit Work Order/ Letter of Award/ Contract Agreement/ Completion Certificate/ Payment Proof failing which PFCCL may reject the bid or cancel the appointment under the bid. Ongoing/ Completed	No change envisaged.

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		assignments post March 31, 2016 would be considered.	
9.	<b>SECTION-IV Qualifying Requirements (Page No. 19 of RFP)</b> <b>Clause 4.3 (Qualifying Requirements for Bidder)</b> “Bidder must have completed at least seven consulting projects in Power sectors in India /developing countries in the last five years (i.e. having completion date after March 31, 2016) in the following area of....”	<ul style="list-style-type: none"> <li>IFIs such as World Bank, FCDO, ADB and GiZ undertake multi-million-dollar programs to support various initiatives with state and central government agencies such as MoP, MNRE and State Discoms etc.</li> <li>Such programmes are typically divided into a number of projects targeted at one or multiple beneficiaries and having different scope of work.</li> <li><b>For such IFI programmes, PFCCL is requested to consider each project as a separate engagement for qualification and evaluation purpose.</b></li> <li><b>It is further requested that since the composite contract may not cover contours/ scope or project value of individual engagement/ project, PFCCL may consider either of following documents (as available) as a qualifying document in lieu of Contract – Invoices/ Engagement Letter with the beneficiaries/ Self-certified internal document/ Approval letter from the beneficiary.</b></li> </ul>	No change envisaged.
10.	<b>Section -V Scope of Work (Page No. 21 of RFP)</b> <b>Clause I. (E), (J), (M), (N), (Q)</b> Valuation Support ..... <u>Legal</u> & Regulatory, Contract Management, <u>Valuation</u> etc.	<p>We request PFCCL to provide clarification on the overall Scope of Work, especially w.r.t the terms Legal, Valuation, etc.</p> <p>It is submitted that while PFCCL has sought CVs of Power Sector experts with BE/B.Tech and MBA (or equivalent) are exclusively pertaining to power sector, the Scope of Work is based on broad terms and doesn't match with the expertise of the Resources.</p> <p>The issues pertaining to Legal, Valuation, HRM, Taxation, etc. requires specialised knowledge and mobilisation of resources would depend upon the specific requirement of the task.</p>	<p>PFCCL would require services of the consultant as per the scope mentioned in the tender document. The requirement of service would depend upon the tasks/ assignments being undertaken by PFCCL from time to time.</p> <p>The consultant is expected to make the services of qualified manpower available, as per the requirement of</p>

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		Further, as a global entity we are not allowed to take up certain tasks related to audit, valuation, taxation, legal under Advisory Services and need to take the specialised team onboard for such affairs on transaction basis and the same cannot be accommodated under the retainer arrangement. Therefore, it is requested that the Scope of Work shall define specific tasks instead of broad based terms such as Legal, valuation HRM etc.	the assignments.
11.	<b>Section -V Scope of Work (Page No. 21 of RFP)</b> <b>Clause I. (E) - Human Resources Management</b> <b>Clause II. (D) - Human Resources Management</b>	<p>The term Human Resources Management is a broad term used to cover various Human Resources related activities such as Recruitment, onboarding, Training, Talent Management, Compensation and Benefits, Organizational Development Interventions etc.</p> <p>We request you to clearly specify the list of activities under Human Resource Management that the appointed consultant will be assisting/ carrying out on behalf of PFCCL.</p>	
12.	<b>Section -V Scope of Work (Page No. 21 of RFP)</b> <b>Clause II. (E) - Any other work as may be desired.</b>	<p>We request you to add following clarificatory language to the clause to make it clear and unambiguous:</p> <p>Any other work as may be desired by PFCCL that is based on the educational qualification and experience of the Consultant team being engaged under the Assignment.</p>	
13.	<b>Section V: Scope of Work (Page No. 21 of RFP)</b> <b>Periodicity and coverage</b> <b>"I. Consultancy Assignments/ GoI initiatives etc.</b> The services would be required in the areas of Electricity Generation, Transmission, Distribution, Renewable Energy,	<ul style="list-style-type: none"> <li>It is to be noted that Big4 consulting firms are often structured in a manner to exclude services related to Audit, Assurance and Legal Advisory having different risk contours and regulatory obligations/ liabilities compared to regular consulting business.</li> <li>Therefore, consulting firms (entities) provide consulting</li> </ul>	The legal assistance would be limited to providing inputs/ preparation of petitions/ tariff related matters etc. for Regulatory matters related to Power Sector.

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	<p>Coal involving the following elements:</p> <p>N. The Consultant to be engaged will undertake studies, carryout analysis/ due diligence, review documents/reports etc. as may be required by PFCCL on various aspects of power sector like Technical, Commercial, Financial, <b>Legal &amp; Regulatory</b>, Contract Management, Valuation etc. in the areas of Strategy formulation, business planning, drafting of rules/ procedures/ regulations/ manuals etc., Human resource management, MIS/ Data Management etc.</p> <p>P. Preparation of reports, documents, petitions, financial models etc. as....”</p>	<p>services only and not services related to Financial Accounting and Audit, Assurance and Legal Advisory etc.</p> <ul style="list-style-type: none"> <li>• Thus, in order to provide legal services (as stipulated in the document), the firms will have to associate with another affiliated firm or sub-contractor.</li> <li>• In view of the above limitations, PFCCL is requested either to exclude legal services from Scope of Work or allow the bidders to hire sub-contractors for tasks/works of such nature.</li> </ul>	
14.	<p><b>Section -V Scope of Work (Page No. 22 of RFP)</b></p> <p><b>Clause III - Support to Ministry of Power (MoP)/ PFC in various activities.</b></p> <p>The Consultant would submit the hard &amp; soft copies of the reports, financial models etc. prepared for the assignments.</p> <p>The contents of interim and final reports to the PFCCL shall be confidential information and shall not be disclosed, without specific approval.</p>	<p>The requirement of submitting hard &amp; soft copies of the reports, financial models etc. may be removed from the scope of work section as it is already there in Section 5.2 (Deliverables and Timelines).</p> <p>Further we suggest that following modified language be used: The Consultant is required to submit soft copies of all deliverables and hard copies of select deliverables as and when required.</p> <p>The provision regarding maintaining confidentiality may be removed from the Scope of work and instead be added in Section 5.2 (Deliverables and Timelines).</p>	No change envisaged.
15.	<p><b>Section -V Scope of Work (Page No. 22 of RFP)</b></p> <p><b>Clause 5.3, Time- The Essence of Contract:</b> Assignments are to be completed in a time bound manner (as intimated by PFCCL from time to time for completion of each Scope of Work) including any extension or reduction of time by</p>	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We</p>	No change envisaged.

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	PFCCL.	understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	
16.	<b>Section -V Scope of Work (Page No. 22 of RFP)</b> <b>Clause 5.2 - Deliverables and Timelines</b> Acceptance of Deliverables	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that 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>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client 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 Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	PFCCL would clearly communicate to the consultant regarding the acceptance of the deliverables submitted by the consultant from time to time.

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17.	<b>Section VI – Bid Evaluation Methodology (Page No. 23 of RFP)</b> <b>6.1.1. Past Experience of the Consulting Agency</b> “1.1 Number of Assignments undertaken by the Bidder”	<ul style="list-style-type: none"> <li>• IFIs such as World Bank, FCDO, ADB and GiZ undertake multi-million-dollar programs to support various initiatives with state and central government agencies such as MoP, MNRE and State Discoms etc.</li> <li>• Such programmes are typically divided into a number of projects targeted at one or multiple beneficiaries and having different scope of work.</li> <li>• <b>For such IFI programmes, PFCCL is requested to consider each project as a separate engagement for qualification and evaluation purpose.</b></li> <li>• <b>It is further requested that since the composite contract may not cover contours/ scope or project value of individual engagement/ project, PFCCL may consider either of following documents (as available) as a qualifying document in lieu of Contract – Invoices/ Engagement Letter with the beneficiaries/ Self-certified internal document/ Approval letter from the beneficiary.</b></li> </ul>	No change envisaged.
18.	<b>Section-VI Bid Evaluation Methodology (Page No. 23 of RFP)</b> <b>6.1.1. Past Experience of the Consulting Agency</b> 1.2 No. of Appointments** as “Retainer” in power sector with public sector utilities/Departments/ PSUs/Ministries	It is requested that the criterion may be expanded to include retainership projects with any public sector undertaking or department of ministry	No change envisaged.
19.	<b>Section VI: Bid Evaluation Methodology under clause 6.1.1 Page 23 &amp; Form T 1 (a) &amp; (b), Page 45-48</b> 1.1. Number of Assignments* undertaken by the Bidder – *Assignment would be considered for scoring if it is in any of the following areas in power sector – Power Sector planning, Policy Formulation, Business/Strategic	In the Bid Evaluation criteria under Page 23, Rs. 50 Lakh excl. GST along with the area of work in the power sector i.e. planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff	The value of each project i.e. Rs. 50,00,000/- (Rupees Fifty Lakhs), excluding applicable GST/ VAT shall not be applicable on the assignments/projects /appointments covered in 6.1.1 (1.2



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	<p>Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan (PFCCCL may require bidder to submit Satisfactory/ Completion certificate issued by client or Proof of Payment against final invoice to validate the same, failing which PFCCCL may reject the bid or cancel the appointment under the bid). Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakhs only), excluding applicable GST/ VAT.</p> <p>1.2. No. of Appointments** as “Retainer” in power sector with public sector utilities/Departments/ PSUs/Ministries - **Appointment of Bidder as Retainer with different clients (excluding re-appointment or extension of tenure/term with same client) after March 31, 2016.</p> <p>1.3. Number of consultancy projects for CPSUs under Ministry of Power (including their subsidiaries)</p>	<p>filing/ review assignments), Energy Efficiency Plan is mentioned under Clause 1.1. only i.e. Number of Assignments* undertaken by the Bidder.</p> <p>In the other two evaluation criteria i.e. 1.2 and 1.3 the same is silent.</p> <p>Further, under Form T 1 (a) &amp; Form T 1 (b) it needs to be shown along with documentary proof further substantiating the Rs. 50 lakh excl. GST and scope of work under the said area of power sector.</p> <p>Accordingly, it is requested to please clarify whether the two evaluation parameters i.e. Rs. 50 Lakh excl. GST along with the areas of work in power sector is applicable for all the 3 assignments evaluation criteria as mentioned under the bid under Clause 6.1.1, Page 23.</p>	& 1.3).
20.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.1. Past Experience of the Consulting Agency</b></p> <p>f. For meeting the above criteria (Sl. No. 1.1 to 1.4), Bidder's shall submit following details (FORM - T1(a) or FORM-T1(b), as the case may be, of Section VIII Bidding Forms):</p>	<p>There are only the criteria viz. 1.1, 1.2 and 1.3 as per table on Pg. No. 23.</p> <p>Therefore, criteria 1.4 may be deleted.</p>	Please refer Corrigendum No. 1

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21.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.1. Past Experience of the Consulting Agency</b></p> <p>f. For meeting the above criteria (Sl. No. 1.1 to 1.4), Bidder's shall submit following details (FORM - T1(a) or FORM- T1(b), as the case may be, of Section VIII Bidding Forms):</p> <ul style="list-style-type: none"> <li>• Submit details of completed/ ongoing assignment after March 31, 2016 or ongoing assignments, unless specifically specified otherwise against any criteria;</li> <li>• Submit suitable documentary evidence regarding award of project;</li> </ul> <p>Note: The details of On-going as well as Completed Assignments in Form T1(a) or Form T1(b) should be provided. Ongoing Assignments shall be considered for evaluation under parameters specified under 6.1.1 (1.1 to 1.3) <b>only if at least 50% of contract value has been paid by client.</b> The same is to be certified by the Chartered Accountant.</p>	<p>One of the parameters during Evaluation for Ongoing Assignments is '<b>at least 50% of contract value has been paid by client</b>'.</p> <p>It may be noted that there may be instances where an Ongoing Assignment may have just commenced recently or also in case of long duration Ongoing Assignments (3-4 years) commenced 6-12 months back, meeting the condition of payment of 50% of the contract value may not be feasible. Further, providing individual CA certificates of payment exceeding 50% for such Assignments is also not feasible.</p> <p>Accordingly, it is requested to please amend the clause by considering Ongoing Assignments as – "All Assignments which have commenced at least three months before the last date of submission of the bid". Further the clause pertaining payment of 50% of the Contract value and requirement of certificate from Chartered Accountant may be dropped.</p>	No change envisaged
22.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.2. Presentation on Methodology, Work Plan and Understanding of assignment (By proposed Project Director and Team Leader) – Total Marks (25 Marks)</b></p>	<p>It is submitted that 25 marks have been awarded to be given to A&amp;M under the evaluation methodology which needs to be presented at a later stage, but no such section has been envisaged under the Forms/Proposal. Though it is written under 2.3(b) on page 10 that "The presentation shall form part of the Technical Bid and should be prepared considering Objective, Scope, Approach &amp; Methodology &amp; Deliverables as well as other information given in this document".</p> <p>Accordingly, it is requested to please clarify on the same</p>	A Presentation on Methodology, Work Plan and Understanding of assignment (By proposed Project Director and Team Leader) is to be given by the Consultant. The presentation should inter alia include the Approach & Methodology.

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		<p>whether A&amp;M would form a part of technical proposal.</p> <p>Further, under the head 2.3 (b) Presentation on page 10 of the RFP, following points are mentioned:</p> <p>iii. Understanding of Power Sector including brief of various assignments undertaken in diverse segment of Power sector during last five years &amp; impact on the industry</p> <p>iv. Details of specific consultancy projects/studies undertaken in power sector may be provided. These may include assignment/job name, description of services provided, approx. value of assignment, country &amp; location, duration of assignment, name of client, starting &amp; completion dates, names of associates (other than employees), if any.</p> <p>Please clarify, whether we need to specify the initiatives taken by the Central Govt. and its impact on the power sector under point iii and by the bidder under point iv.</p>	<p>The bidder has to provide the brief and details of the assignments it has undertaken in the Power Sector in the presentation.</p>
23.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.3. Experience of Project Team (3.1 to 3.3)</b></p> <p>Project Director (1 Nos)</p> <p>Team Leaders (3 Nos)</p> <p>Team Members (6 Nos)</p> <p>Minimum Educational Qualifications:</p> <ul style="list-style-type: none"> <li>BE/B Tech and MBA/ PGDBM/Master's Degree</li> </ul>	<p>While the Scope of Work envisaged by PFCCL consists of entire gamut of activities in the power sector, [<i>namely – Power Sector planning, Policy Formulation, Business/Strategic Planning in Power Sector, Capex Planning, Revenue Improvement, Loss Reduction Strategy, Performance Improvement of Power Sector Utilities, Power Procurement Planning, Financial Restructuring Planning, Regulatory Reforms (other than tariff filing/ review assignments), Energy Efficiency Plan</i>], the educational qualification of the entire team is restricted to BE/B Tech and MBA/ PGDBM/Master's Degree only.</p> <p>Considering the vast variety of proposed activities, consisting</p>	<p>Please refer Corrigendum No. 1</p>

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		<p>work of regulatory, strategy, financial etc., we request you to relax the educational qualification requirement by including Personnel of educational background of Chartered Accountant (CA), Company Secretary (CS), Cost and Management Account (CMA) which are Professional vocations to be allowed without compromising on the no. of years of experience.</p> <p>It is proposed that following qualifications with sufficient experience in power sector should be allowed for at least one Team Leader and two Team Members, in the interest of bringing variety in expertise.</p> <p><b>Education: CA/CS/CWA/CMA/ CFA</b></p>	
24.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.3. Experience of Project Team</b></p> <p>3.1 Project Director -Minimum Qualifications: Education: BE/B. Tech and MBA/ PGDBM/ Master's Degree; 15+ years of experience in relevant consultancy projects</p> <p>3.2 Team Leader- Minimum Qualifications: Education: BE/B. Tech and MBA/ PGDBM/ Master's Degree with 10+ years of experience in relevant consultancy projects</p> <p>3.3 Minimum Qualifications: Education: BE/B Tech and MBA/ PGDBM/ Master's Degree with 5 years of relevant experience</p>	<ul style="list-style-type: none"> <li>• The stipulated experience requirements of Project Director and Team Leaders is quite high, which necessitates deployment of senior experts, especially at PD level. Since the PFCCL's requirement is full time deputation of all team, deployment of senior experts leads to significant cost implications.</li> <li>• Therefore, it is prudent to either reduce the PD's time efforts to few days in a month (for supervision role) or alternatively, consider a Project Director/ Manager with slightly lesser experience, say 10-12 years.</li> <li>• Similarly, team leaders with slightly lesser experience are more suited for full time deployment-based roles.</li> <li>• PFCCL is requested to realign the minimum experience of team as below: <ul style="list-style-type: none"> <li>• Project Directors- 12 years</li> <li>• Team Leader- 7 years</li> <li>• Team Member – 3 years</li> </ul> </li> </ul>	<p>Please refer Section VII Clause no. XI (b) of tender document. Services of only two Team Members are required on full time basis. Rest of the manpower would be required on need basis. Accordingly, No change is envisaged.</p>

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25.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 24 of RFP)</b></p> <p><b>6.1.3. Experience of Project Team (Note after the Table under S. No. 6.1.3) and Form T2, Page 52 &amp; 53</b></p> <p>Details of the Project Director/ Team Leaders/ Team Members with relevant experience in similar consultancy assignments executed by him/her in the <b>last five (5) years having completion dated after March 31, 2016</b></p> <p>(3) Assignment would be considered for scoring if it is in any of the following areas in power sector.....<b>Value of each project should not be less than Rs. 50,00,000/- (Rupees Fifty Lakh), excluding applicable GST/ VAT.</b></p>	<p>It is requested to please clarify whether in CVs for all the desired experts we need to show the assignments we need to show all the projects whose completion date is post 31.3.2016 and value is more than 50 Lakh excl. GST.</p> <p>It is requested that the condition of Assignments <b>value more than INR 50 Lakhs</b> may be removed from the CV, as the value of the Assignment is relevant for the Consultancy Firm's credentials and not for individual CVs. Further in most of the instances, the individuals who may have worked on Assignments in their previous Organisations may not be aware of the value of the Assignments on which they have worked, and it will not be possible for the bidder to certify the value of such Assignments in the Individual's CVs.</p> <p>It is also requested to allow the assignments which are ongoing currently as the current scope envisage long term and contract value assignments. The current RFP issued by PFCCL also envisages multi-year assignments and considering only completed assignments would not be prudent.</p>	Please refer Corrigendum No. 1
26.	<p><b>Section-VI Bid Evaluation Methodology (Page No. 26 of RFP)</b></p> <p><b>6.4 Notification of Award</b></p> <p>b) Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clauses, PFCCL will promptly notify each unsuccessful Bidder <b>and will discharge their Bid security as per the Bid Documents.</b> If the performance guarantee is not received, then the bid would be declared infructuous and PFCCL shall have the</p>	<p>As per clause 2.11 on Pg. 13 Bid Security/ Earnest Money Deposit, EMD is not required to be submitted along with the bid. Therefore, the bold highlighted text may be removed from the clause.</p>	Please refer Corrigendum No. 1

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S.No.	Clause	Bid Queries	Clarifications
	right to take any action as may be considered appropriate.		
27.	<p><b>Section-VII General Conditions Of Contract (Page No. 27 of RFP) and Clause 3.4 of Contract For Consulting Agency (Page No. 74 of RFP)</b></p> <p>Indemnification</p>	<p>We request client 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 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 noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole</p>	No change envisaged.

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### Response to Queries

S.No.	Clause	Bid Queries	Clarifications
		and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	
28.	<b>Section-VII General Conditions Of Contract (Page No. 27 of RFP) and Clause 3.4 of Contract For Consulting Agency (Page No. 74 of RFP)</b>  Indemnity for breach of contract obligations	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, 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.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	No change envisaged
29.	<b>Section -VII General Conditions of Contract (Page No. 27 of RFP)</b>  <b>Clause V - Confidentiality Obligations</b>	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	No change envisaged
30.	<b>Section-VII General Conditions of Contract (Page No. 28 of RFP)</b>  <b>XI. Requirement of Team</b>  <b>b. Deployment of Team</b>  <b>• Project Director (1 Nos) – As and when required</b>	<p>PFCCL has sought total 10 Resources in the bid while requiring only 2 team members for entire duration of the Contract and remaining 8 resources on 'As and when required' basis.</p> <p>In this regard, it is submitted that:</p> <p>a) Considering the key role of overall supervision of team and its performance, monitoring assignments and</p>	No change envisaged.

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### Response to Queries

S.No.	Clause	Bid Queries	Clarifications
	<ul style="list-style-type: none"> <li>• <b>Team Leaders (3 Nos)</b> – As and when required</li> <li>• <b>Team Members (6 Nos)</b> - Two Team Members for entire duration of Contract. Remaining Four Team Members as and when required.</li> </ul>	<p>ensuring delivery of assigned tasks in timebound manner and active participation in meetings and discussions with PFCCL's officials, the role of Project Director and Team Leaders will be critical in overall timely and quality delivery of the Assignment. Therefore, engaging only 2 Nos of Team Members for entire duration of the Contract and remaining Team Members, Team Leaders and Project Director on 'As and when required' basis would be detrimental to the quality delivery of the tasks assigned by PFCCL.</p> <p>b) Therefore, it is suggested that at least 2/3rd of the total resources, i.e. 2 Nos of Team Leaders and 4 Nos of Team Members shall be engaged for the entire duration of the Contract. Further, the Project Director should also be engaged for a minimum period of 1 week every month for the purpose of ensuring quality and overall guidance to the project team deployed at PFCCL.</p> <p>c) The availability of the remaining Team not deployed on full time basis at PFCCL and deployed on 'As and when required' basis needs to be conveyed well in advance, i.e., at least 3-4 weeks' time before the actual requirement, of deployment at PFCCL. As a Consulting organization we cannot keep the resources idle and would engage these resources on other client projects. Therefore, it would be difficult for us to make available these Resources at a very short notice, which are not engaged permanently at PFCCL and are deployed on other Client related work.</p>	



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**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
31.	<b>Section-VII General Conditions of Contract (Page No. 28 of RFP)</b>  <b>XI. Requirement of Team</b>  e. Replacement of Personnel- limited exceptions provided (death, illness, resignation, etc.)	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	Please refer Corrigendum No. 1
32.	<b>Section-VII General Conditions of Contract (Page No. 31 of RFP)</b>  <b>XVI. Intellectual Property</b>	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which</p>	PFCCL has not sought the ownership of the IPRs owned by the Consultant. Section -VII General Conditions of Contract, Clause XVI is self explanatory.

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**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
		such deliverables are meant for client's internal business operations.	
33.	<b>Section-VII General Conditions of Contract (Page No. 32 of RFP)</b>  <b>XIX. Penalty and Foreclosure</b>  Uncapped LDs, Not sole and exclusive remedy, Not limited to solely our fault	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.  We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.  We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	No change envisaged.
34.	<b>Section-VII General Conditions of Contract (Page No. 33 of RFP)</b>  <b>XX Terms of Payment</b>  No payment shall be made for the period where no work/activity is undertaken.	As per the GCC Clause XI Requirement of Team, 2 team members shall be deployed at PFCCL office full time. In such case the consultant should be allowed to raise monthly invoices for these two persons irrespective of work/activity undertaken as they would be 100% dedicated to the client. In case of a lean period being forecasted, PFCCL should give an advance notice of 7 days, the contract may be placed on hold for such lean period and work may be resumed with the same advanced notice of 7 days.	The payment for two team members would be made to the consultant on monthly basis.  For other manpower, the payment would be made based on the utilization of the manpower on pro rata basis for the duration for which the services for such manpower would be utilized.  Please refer Corrigendum No. 1

## Appointment of Consulting Agency as Retainer for Providing Support to PFCCL in Various Assignments and in Organizational Development of PFCCL

### Response to Queries

S.No.	Clause	Bid Queries	Clarifications
35.	<p><b>Section-VII General Conditions of Contract (Page No. 33 of RFP)</b></p> <p><b>XX Terms of Payment</b></p> <p>The Consultant shall be paid a proportionate fees (on pro rata basis) based on the lump sum monthly fees quoted by Consultant for various categories of manpower deployed from time to time (as per Form P1) and duration for which services of manpower are availed by PFCCL, on receipt of bill for payment as per the Contract.</p>	<p>PFCCL may please clarify how the involvement of the team members would be billed - whether would PFCCL assign man-days across each resource category for each item of work it assigns to the consultant.</p>	<p>The payment for two team members would be made to the consultant on monthly basis.</p> <p>For other manpower, the payment would be made based on the utilization of the manpower on pro rata basis for the duration for which the services for such manpower would be utilized.</p>
36.	<p><b>Section- VIII Bidding Forms (Page No. 45 to 48 of RFP)</b></p> <p><b>Form - T1(a) &amp; Form - T1(b)</b></p> <p>Details of consultancy assignments executed by firm/company or appointment as Retainer with various clients in the last five (5) years having completion date after March 31, 2016.</p>	<p>Both the forms showcase about the retainer assignments with various clients in the last five (5) years having completion date after March 31, 2016. There is no difference in the said forms for evaluation whereas under the evaluation criteria mentioned under Section VI: Bid Evaluation Methodology under clause 6.1.1. there are 3 different assignments (1.1. to 1.3) evaluation criteria. There is nowhere mention of detail submission of the assignments evaluation criteria for assignments covered under 1.3 in the said forms.</p> <p>Accordingly, clarification is required on the forms for the 3 different assignments evaluation criteria.</p>	<p>Form T1(a) and T1(b) are self explanatory and all the information regarding assignments is to be provided in the above forms.</p> <p>Please refer Corrigendum No. 1.</p>
37.	<p><b>Section- VIII Bidding Forms (Page No. 45 to 48 of RFP)</b></p> <p><b>Form T 1 (a) &amp; Form T 1 (b)</b></p> <p>Details of consultancy assignments executed by firm/company or appointment as Retainer with various clients in the last five (5) years having completion date after March 31, 2016.</p>	<p>Both the forms showcase about the retainer assignments with various clients in the last five (5) years having completion date after March 31, 2016. There is no difference in the said forms for evaluation whereas under the evaluation criteria mentioned under Section VI: Bid Evaluation Methodology under clause 6.1.1. there are 3 different assignments (1.1. to 1.3) evaluation criteria. There is nowhere mention of detail</p>	

**Appointment of Consulting Agency as Retainer for Providing Support to PFCCCL in Various Assignments and in Organizational Development of PFCCCL**

**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
		submission of other two assignments evaluation criteria under the said forms. Accordingly, clarification is required on the forms for the 3 different assignments evaluation criteria.	
38.	<b>Section- VIII Bidding Forms (Page No. 58 of RFP)</b> <b>Form-1(G) - Declaration of No Conflict of Interest</b> Related party transaction-Several conflict of interest related obligations on us	We understand that this declaration pertains to confirmation w.r.t. 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. 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.	No change envisaged.
39.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 71 of RFP)</b> <b>Clause 2.6.1 - Force Majeure</b>	PFCCCL is requested to include Pandemic situation & imposed restrictions under the Force Majeure event apart from those already mentioned.	No change envisaged.
40.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 72 of RFP)</b> <b>2.8.2 (Cessation of Rights and Obligations) and 2.8.3 (Cessation of Services)</b> Obligations to survive for more than a year post expiry or termination of 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 envisaged.

**Appointment of Consulting Agency as Retainer for Providing Support to PFCCCL in Various Assignments and in Organizational Development of PFCCCL**

**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
41.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b>	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	No change envisaged.
42.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b>	<p>Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient</p>	No change envisaged.

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**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
		without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	
43.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b>	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No change envisaged.
44.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b>	We request client 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 envisaged.
45.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b> Entire clause	Term of confidentiality may be limited to one year post completion of the assignment, in line with commercial contracts that are currently in vogue	No change envisaged.
46.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b> <b>3.2 Confidentiality</b>  Note: Non-Disclosure Agreement (NDA) is to be executed only between selected bidder and PFCCL. Therefore it is not required to be uploaded on MSTC portal while submitting the bid.	The NDA may please be shared at the bidding stage so that the Bidders may assess the confidentiality requirements at the time of participating in the Bid	No change envisaged.

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**Response to Queries**

S.No.	Clause	Bid Queries	Clarifications
47.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b>  <b>3.3 Liability of Consulting Agency</b>  Limitation of Liability	<p>We request you to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. We request you to consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client 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.</p> <p>Further, request you to not make the limitation of liability subject to receivables under the insurance proceeds. It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.</p> <p>The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.</p>	The total liability of the consultant would be limited to the total contract value.
48.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 73 of RFP)</b>  <b>3.3 Liability of Consulting Agency</b>  Entire clause	All liability, including third party liability may be limited to fee actually received	

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S.No.	Clause	Bid Queries	Clarifications
49.	<b>ANNEXURE-I, Contract For Consulting Agency (Page No. 74 of RFP)</b>  <b>Clause 3.4 Indemnification of PFCCL by Consulting Agency</b>  Entire clause	Each party should indemnify the other, in line with commercial contracts that are currently in vogue	No change envisaged.
50.	<b>General</b>  There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No change envisaged.