

S.No.	Section and Page No.	Section requested for clarification	Change Requested	Response
1	Section 4.9.1, Page No. 5	The bidder's average annual turnover from consultancy services in India should be Rs. 50 crores or more in the last three financial years i.e. 2019-20; 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA. Financial standing should be based on the latest ITCC, Annual report(balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well. In case, the audited Balance sheet, P & L Account for the financial year 2021-22 is not available, then a certificate from registered CA is to be submitted certifying the annual turnover of the company / firm for the FY 2021-22 compulsorily.	<ul style="list-style-type: none"> - We request that the bidder's average annual turnover from consultancy services in India should be reduced from Rs. 50 crores or more to Rs. 20 crore or in the last three financial years i.e. 2019-20; 2020-21 & 2021-22. - the scoring criteria in table 2 on page 27 can accordingly be Rs. 20+ crore =3 marks, Rs. 25+ crore=4 marks, Rs. 30+ crore= 50 marks - This shall increase the participation of firms and allow budding firms with potential to get an opportunity to work with DDCD 	It is not a query rather a suggestion and the eligibility criteria has been decided by the Competent Authority after due deliberation with all relevant authorities. Hence, the request can not be accepted.
2	Annexure C, Page No. 20 Annexure E, Page No. 28	Annexure C - Table 1 - Management/Functional Profile, Table 2 - Technology Profile Annexure E - Point 5 - Personnel proposed to be deployed on DDCD projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-C- "Educational Qualification & Experience" Table T1, T2. (Max Marks 30)	Tier- wise minimum requirement of resources in Annexure C is given only for 10 resources (5 for Management/Functional Profile and 5 for Technology Profile) but for scoring, in Annexure E only one table is given which has 5 resources.	The issue was clarified in the pre-bid meeting. Hence, there is no need to make any changes in the said clause.
3	Section 6.2.4, Page No. 9 Annexure H - Page No. 32	Section 6.2.4 - For consideration of their bids, the bidders have to quote rates for all the 15 resource levels (Management/Functional Profile, Technology Profile and Subject Matter Expert) in the detailed financial bid (Annexure-"Detailed Financial Bid").	We would like to request clarity - Th Section 6.2 mentions that rates need to be quoted for 15 resources, however, Annexure H - Detailed Financial Bid has table which has option to fill rate for only 11 resources (5 Management/functional, 5 Technology and 1 subject Matter Expert) Kindly clarify if the rate has to be given for all 15 or 11	It is a typographical error and Corrigendum will be issued to make the necessary change.

S.No.	Section and Page No.	Section requested for clarification	Change Requested	Response
4	Annexure E, Page No. 23 Annexure H, Page No. 32	Annexure E - Technical Evaluation Critearia Annexure H - Detailed Financial Bid	For evaluation, both Technical and Financial, both Technology and Management/Functional Profiles are considered. We request you to kindly consider Technology or Management/Functional Profile (either one of the two) Its ideally better to select, Technology Consultants and Management/Functional Consultants separately. Firms which have eligibility under both can apply separately.	It is not a query but a suggestion and the selection process as well as criteria are decided by the competent authority after due deliberations. Hence, the request can not be accepted.

Pre-bid Query			
S. No	Referred clause	Query/ suggestion	
1	<p>Annexure C: Educational Qualifications & Experience (f. Table-1: Management/Functional Profile, g. Table-2 : Technology Profile), and</p> <p>Annexure E: Technical Evaluation Criteria, Point O (o. Personnel proposed to be deployed on DDCCD projects or the user department/agency/organization/ institution etc as the case may be. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-C “Educational Qualification & Experience” Table T1, T2. (Max Marks 30))</p> <p>Page no 20 and Page no 24</p>	<p>Scenario: In annexure C: In table 1 and table 2, for Tier 1, the minimum number of resources on Bidder's roll is a total of 360 resources (Table 1: total minimum no of resources required is 180 [30+40+50+60], Table 2: total minimum no of resources required are 180 [30+40+50+60], The total no of resources: Table 1 + Table 2 = 360)</p> <p>In annexure E, point o: the technical evaluation is based on 180 resources as per column A (Min. No. of Resources Required on Bidder's Roll)</p> <p>Query 1: Is there any weightage for Management/Functional profiles and technology profiles while considering 180 profiles for evaluation as per Annexure E. Please specify the distribution of 30 Marks across T1 and T2 of Annexure C. Or do we have to provide Minimum Experience in No. of Years of each resource in each of the profiles as mentioned in Annexure D?</p> <p>Query 2: As per Annexure E, point o, for consultants' Educational Qualification & Experience, do we need to provide the number of available resources (eg. 210 in case of consultants with experience 15yrs or more- explained in the illustration below) or more in column B to obtain maximum marks (6 in this case) as per the calculation $C=(B/A)-1$ formulated in column C? and so on for all categories of resources? Kindly clarify and provide illustration in this regard</p> <p style="text-align: center;">Illustration: Consultants (15 yrs & above)-</p> <p style="text-align: center;">Column A= Min No of resources Required on Bidder's Roll: 30 Column B= number of resources required=? Column C= $(B/A)-1$: Expected Allocated Marks i.e. 6 Column E= Max marks: 6 Column F= Marks obtained</p> <p style="text-align: center;">$C = (B/A)-1$ $6 = (B/30)-1$</p> <p style="text-align: center;">$B/30 = 6+1 = 7$</p> <p style="text-align: center;">$B = 7* 30$</p> <p style="text-align: center;">$B = 210$</p>	<p>The necessary detailed clarification was given in the pre-bid meeting held on 23.5.2022.</p>

2	<p>Clause 3.1: As part of e-governance initiatives, the jobs may be in any of the sectors like Education, Agriculture, Rural Development, Environment, etc</p> <p>Page 3</p>	<p>Kindly elaborate on all the sectors other than Education, Agriculture, Rural Development, and Environment to be covered in e-governance initiatives.</p>	<p>The sectors mentioned are only indicative and any subsequent sector which will be a part of e-governance initiative of Govt. of NCT of Delhi, shall be considered</p>
3	<p>Annexure P, Point 8: The bidder should have completed at least 5 Government consultancy jobs each of value more than 5 Crore or must have achieved project milestone value more than 1 Crore in each of the 5 IT Consultancy/ e-Gov. project/BFSI in the last three financial years i.e. 2019-20, 2020-21& 2021-22.</p> <p>Page 43</p>	<p>Seeking clarity as Clause 4.7.3 reads "The bidder should have completed at least 5 Government consultancy jobs each of value more than Rs 05 Crore or must have achieved project milestone value more than Rs. 05 crores in each of the 5 IT Consultancy/ e-Gov. projects/ BFSI in the last 3 financial years i.e. 2019-20; 2020-21 & 2021-22"</p>	<p>This is a clerical error. Necessary corrigendum will be issued. But the clause 4.7.3 of RFP will hold good at Page 4.</p>

4	<p>Clause 5.6.8: The Technical and Financial bids have to be uploaded as given in the Appendix for Uploading Procedure. Therefore, except for Annexure Q & R i.e. Bid Form 2 & 3, no physical document is to be submitted by the agencies.</p> <p>Page 8</p>	<p>With reference to Annexure B: BID SUBMISSION PROCEDURE, there is no mention to submit the physical copy of Annexure Q & R i.e. Bid Form 2 & 3.</p>	<p>Annexure B is only the procedure about the submission of online bid. In the tender document at clause 5.6.8, it is clearly mentioned that only Bid Form 2 & 3 are need to be submitted in hard copy in DDCD through any mean i.e. physically or via post. However, it will be the responsibility of the applicant that their Bid form 2 and 3 are recieved in DDCD before the closing date and time of RFP. It is further clarified that Form 2 & 3 are to be delivered at Administration branch of DDCD at 1st floor, 33, Shamnath Marg, Delhi - 110054.</p>
5	<p>Annexure E, Point P: The projects with Project Management in Management Profile and Solution Architect in Technology Profile will carry 2 marks.</p> <p>Page 24</p>	<p>Seeking clarity: Under which profile/ discipline in Management profile, should Project Management be considered.</p>	<p>The necessary detailed clarification was given in the pre-bid meeting held on 23.5.2022.</p>

6	Annexure E, Point Q: Technical Presentation (Max. Marks – 20) Page 24	Please share the parameters for mentioned 20 marks on which Technical presentation shall be evaluated.	The necessary detailed clarification was given in the pre-bid meeting held on 23.5.2022.
7	Annexure B BID SUBMISSION PROCEDURE Page 18	Query 1: Is the bidder allowed to participate in the empanelment for all the categories i.e. Tier 1, Tier 2 and Tier 3 or any one (1) of the three (3) categories? Query 2: Kindy elaborate on the process and parameters on the basis of which work orders shall be mapped to empanelled bidders across Tier 1, Tier 2 and Tier 3	Q1: If eligible, a bidder can apply for all tiers separately. However, 3 separate applications for every tier are required to be submitted. Q2: The query is related to post bid process so need not to be replied at this point.
8	Annexure E, point n: Page 23	Is there any weightage for Govt. consultancy jobs in Management/functional profiles or Technology profiles for the evaluation or any Govt. consultancy jobs of value more than Rs. 5 crores in the last three years would be considered for evaluation? Please clarify	Any Government consultancy jobs of value more than Rs. 5 crores in the last three years would be considered for evaluation.
9	6.2.7 Financial Evaluation Commercial Bids with GTVs that are less or more than 30% of the average bid price will be disqualified. The average bid price is computed by adding GTVs of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders Page 9	Please clarify and illustrate For instance, if the average bid price is 100, would the bids whose GTVs are less than 70 will be disqualified or the bids whose GTVs are less than 30 will be disqualified?	The necessary detailed clarification was given in the pre-bid meeting held on 23.5.2022.

10	Annexure G, TEC FORM 2: TECHNICAL BID; Point bb. Please attach a separate sheet for each project and submit work orders & satisfactory completion certificates from the clients Page 30	In case certain projects are still ongoing, will it be accepted to mention "On-going Project" in point 6 of the Consultancy Assignment along with self-certification, details of the project & work order in a separate sheet	No. only completed projects will be considered.
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Pre-bid Queries for Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD)			
S. No	Referred Clause	Query /Suggestion	Reply
1	Pg. No. 7, Clause number 3.4 Bidder's consultants deployed on a job will use their own infrastructure when working from DDCD or the User Department /agency /organization / Institution (as the case may be) premises.	Request you to clarify as to what would be covered under "own infrastructure". Further, we propose that the Consultant should be provided with basic infrastructure like seating arrangement, internet connection and other office setup like printer/scanner etc for working from DDCD or User Department /agency /organisation / Institution.	Query has been addressed by the committee during Pre-bid meeting on 23.5.2022.
2	Pg. No. 4, Clause number 4.7, 4.7.1 4.7. Additional Eligibility Criteria for Tier-1 category: 4.7.1. The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e. 2019-20, 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well. In case, the audited Balance sheet, P & L Account for the financial year 2021-22 is not available, then a certificate from registered CA is to be submitted certifying the annual turnover of the company / firm for the FY 2021-22 compulsorily.	We would like to highlight that finalization of accounts and audit thereof takes time and it would also be difficult to share provisional turnover certificate at this time. We request you therefore to consider financials till FY 2020-21 as the last financial year for all the financial proofs and certificate requirements given in the RFP. We therefore suggest that the clause may be modified as under: The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e. 2018-19, 2019-20, & 2020-21.	Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022. Hence, no changes can be allowed in the said clause.
3	Pg. No. 4, Clause number 4.7, 4.7.2 4.7. Additional Eligibility Criteria for Tier-1 category: 4.7.2. The bidder's average annual turnover from Government consultancy in India should be Rs. 100 crores or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report(balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well.	As suggested above, consider turnover certificate till FY 2020-21 as the last financial year for all the financial proofs and certificate requirements given in the RFP. Further, we understand that this empanelment is for IT work, hence we therefore suggest that the clause may be modified as under: The bidder's average annual turnover from IT/ eGovernance consultancy in India should be Rs. 100 crores or more in the last three financial years i.e. 2018-19, 2019-20, & 2020-21.	Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022. Hence, no changes can be allowed in the said clause.

4	<p>Pg. No. 4, Clause number 4.7, 4.7.3</p> <p>4.7.3. The bidder should have completed at least 5 Government consultancy jobs each of value more than Rs 05 Crore or must have achieved project milestone value more than Rs. 05 crores in each of the 5 IT Consultancy/e-Gov. projects /BFSI in the last 3 financial years i.e. 2019-20; 2020-21 & 2021-22. Information on the work order may be furnished as per Annexure- G: Technical Bid of the relevant section.</p>	<p>We request you to modify the clause as below:</p> <p>The bidder should have completed at least 5 Government consultancy jobs each of value more than Rs 05 Crore or must have achieved project milestone value more than Rs. 05 crores in each of the 5 IT Consultancy/e-Gov. projects /BFSI in the last 5 financial years i.e. 2017-2018, 2018-19, 2019-20, 2020-21 & 2021-22.</p> <p>Additionally, we understand that completed and ongoing projects both can be considered for the given criteria. Also, any supporting like work order/ extension letter/ completion certificate will suffice the supporting requirement. Kindly confirm</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause. Further, only the completed projects will be taken into consideration. Completion certificate / satisfactory performance certificate will be required as supporting document.</p>
5	<p>Pg. No 5, 20 & 40, Clause 4.7, Annexure C & Annexure N</p> <p>4.7. Additional Eligibility Criteria for Tier-1 category:</p> <p>4.7.4. - The bidder should have a minimum number of sources on their roles as per qualification & experience in the domain area etc. as defined in Annexure C: "Educational Qualification & Experience".</p> <p>ANNEXURE C: EDUCATIONAL QUALIFICATIONS AND EXPERIENCE</p> <p>f. Table-1 : Management/Functional Profile</p> <p>g. Table-2 : Technology Profile</p> <p>Tier 1 - Management / Functional Profile and Technology Profile</p> <p>Consultants (15 yrs & above) - 30 in each profile.</p> <p>Consultants (10 yrs and < 15 Yrs) - 40 in each profile.</p> <p>Consultants (6 yrs and < 10 Yrs) - 50 in each profile.</p> <p>Consultants (3 yrs and < 6 Yrs) - 60 in each profile.</p> <p>Note: The bidder has to submit the details of resources as per above in the format provided in Annexure -N: Employee Details.</p> <p>ANNEXURE N: EMPLOYEE DETAILS</p>	<p>We request you to remove the criteria (Annexure-N) for providing list of employees and accept a certificate (Annexure-C) containing numbers of employees for each category duly certified by HR or Authorized signatory as this tedious exercise will take time and will require extensive coordination. This will also increase unnecessary pages in the proposal and subsequently the size of proposal PDF which can create issues while uploading on portal.</p> <p>Kindly confirm.</p>	<p>Yes. An undertaking to this effect would suffice the purpose.</p>
6	<p>Pg. No. 11, Clause 5.5 - Bank Guarantee</p> <p>As per rule 171 of GFR 2017, read with Govt. of India, Ministry of Finance, Department of Expenditure, O.M. Dated 12.11.2020 & 30.12.2021, the performance Security will be 3% of the value of the contract in respect of all tenders/contracts issued/concluded till 31.03.2023.</p>	<p>Since we will be giving PBG for overall empanelment, we request that this clause on individual PBG requirements against each work order should be removed.</p>	<p>The necessary clarification was given in the pre-bid meeting held on 23.5.2022. Hence, there is no need to remove the said clause.</p>

7	<p>Pg. No. 10, Section 6, 6.3. Panel Formation 6.3.2. A panel of up to Five vendors will be formed by giving successive opportunities to L2,L3, L4.... bidders to match the lowest unit rates finalized as above.</p>	<p>Selecting only 5 vendors will be restricting competition and may defeat the very purpose of empanelment. Further, in case there are less than 5 eligible bidders under the given Tier for empanelment, then the empanelment process should be re-initiated for that tier to ensure healthy competition and quality of deliverables. Hence, we request you that the restriction on the number of bidders that can be empaneled within a category should be removed.</p> <p>Further, we also request you to kindly clarify in case the rate discovered for Tier-2 is more than Tier-1 category, how DDCD would deal with such situation under this empanelment.</p>	<p>This is not a query rather a suggestion. Participants are required to follow the instructions issued through RFP document. Regarding the second query, it is submitted that the same is a hypothetical situation and the same will be dealt as and when being faced by DDCD</p>
8	<p>Pg. No. 11, 7. Award of Contract, 7.2. Confidentiality 7.2.1. The empanelled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DDCD or the user department / agency / organisation / Institution as the case may be without the prior written consent of DDCD or the user department / agency /organisation / Institution as the case may be.</p>	<p>We request you to kindly amend the clause to the following: The empanelled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DDCD or the user department / agency / organisation / Institution as the case may be without the prior written consent of DDCD or the user department / agency /organisation / Institution as the case may be. "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year."</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause.</p>
9	<p>Pg. No. 13, Clause 6.27 Commercial Bids with GTVs that are less or more than 30% of the average bid price will be disqualified. The average bid price is computed by adding GTVs of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders</p>	<p>With a view to avoid abnormally low/ high quote which distort the average rates and thereby defeating the objective of capping 30% from the normal average, we suggest to keep a cap of 20% and accordingly we request you to modify the clause as below: Commercial Bids with GTVs that are less or more than 20% of the average bid price will be disqualified. The average bid price is computed by adding GTVs of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause.</p>
10	<p>Pg. No. 14, Clause 7.1.1 DDCD will have a panel of up to five bidders, in each tier, for availing the services during the period of empanelment, which will be initially for two years. Depending on the project requirements and upon the request of the user department, DDCD may extend the period of empanelment for additional one year through mutual consent and on same rates and same terms and conditions. The empaneled bidders will have to renew/re-submit the security deposit for the extended period of empanelment.</p>	<p>Taking in to account the general inflation as well as the industry practices, we request you increase the rates by 10% every year. This will also help in avoiding the frontloading of the inflation cost to arrive at a rate which is applicable for entire empanelment and thereby increasing the rate applicable in the first year.</p>	<p>Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022. Hence, no changes can be allowed in the said clause.</p>
11	<p>Pg. No. 16, Clause 9.18 The agency would submit pre-receipted bills in the name of the user department, a/c user department, on a quarterly basis. The bills will be processed within 30 days if they are complete in all respects. The bills should carry a "satisfactory performance certificate" from the client.</p>	<p>We proposed that the Bills should be submitted on Monthly Basis. Accordingly the clause may be modified as: The agency would submit pre-receipted bills in the name of the user department, a/c user department, on a monthly basis. The bills will be processed within 15 days if they are complete in all respects. The bills should carry a "satisfactory performance certificate" from the client.</p>	<p>Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022. Hence, no changes can be allowed in the said clause.</p>

12	<p>Pg. No. 16, Clause 9.2.1</p> <p>Project delays on account of the Bidder will attract a penalty of 1% (one percent) per week of the total project value up to 6 weeks. Thereafter, work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the user department will be free to get the job done from an alternate source / open market at the risk and cost of the defaulting bidder.</p>	<p>We request that the clause may be modified as:</p> <p>Project delays on account of the Bidder will attract a penalty of 1% (one percent) per month of the total project value up to 3 months. Thereafter, work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the user department will be free to get the job done from an alternate source / open market at the risk and cost of the defaulting bidder.</p> <p>In this case, the total penalty would be capped at 10 % of the respective work order value</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause.</p>
13	<p>Pg. No. 19, Clause 10.5.2.1 - Termination</p> <p>DDCD or the user department/ agency/organization/institution etc. as the case may be may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other bidder and the defaulting bidder shall be liable to compensate DDCD or the user department/ agency/organization/institution etc. as the case may be for any extra expenditure involved towards support service to complete the scope of work totally.</p>	<p>We request you to kindly delete this clause.</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause.</p>
14	<p>Pg. No. 22, Pt. 8</p> <p>8. Legal Matters</p> <p>Consultancy support during any/all phases of the project on matters related to contract drafting & validation, legal vetting etc. The candidate should have legal qualifications/ legal background. It may also include functional advisory on ICT enablement projects with departments/ organizations/ institutions. The resource should be well conversant with IT acts & related matters..</p>	<p>We understand and want to clarify that Deloitte cannot provide any 'legal advice' in the Project. In case as part of the scope any legal advice is required, in that case the bidder can hire an independent legal expert as a sub-contractor.</p> <p>Please confirm.</p>	<p>Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022.</p>
15	<p>Pg. No. 23, Annexure E, Pt. p</p> <p>ANNEXURE E: TECHNICAL EVALUATION CRITERIA</p> <p>n. Number of Govt. consultancy jobs of value more than Rs. 5 Crore in the last three years. One extra mark is awarded for every additional project. However 2 marks would be provided for each project with value more than Rs. 10 Crore. Above 10 projects, maximum marks 15 would be provided.</p>	<p>As requested in above clauses, kindly modify the clause as below:</p> <p>n. Number of Govt. consultancy jobs of value more than Rs. 5 Crore in the last five years i.e. 2017-2018, 2018-19, 2019-20, 2020-21 & 2021-22. One extra mark is awarded for every additional project. However 2 marks would be provided for each project with value more than Rs. 10 Crore. Above 10 projects, maximum marks 15 would be provided.</p> <p>We understand that completed and ongoing projects both can be considered for the given criteria. Also, any supporting like work order/ extension letter/ completion certificate will suffice the supporting requirement. Please confirm</p>	<p>Only completed project will be considered for evaluation. Completion certificate / satisfactory performance certificate will be required as supporting document.</p>
16	<p>Pg. No. 24 , Annexure E, Pt. p</p> <p>ANNEXURE E: TECHNICAL EVALUATION CRITERIA</p> <p>p. Number of projects handled for various functional areas. Each project will carry 1 mark. The projects with Project Management in Management Profile and Solution Architect in Technology Profile will carry 2 marks. (Max. Marks – 30)</p>	<p>We understand that there is no year and value criteria for showcasing projects in this criteria.</p> <p>Also, any supporting like work order/ extension letter/ completion certificate will suffice the supporting requirement.</p> <p>Please confirm</p>	<p>Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022.</p>

17	<p>Pg. No. 33 , Annexure H, Pt. 2 ANNEXURE H: DETAILED FINANCIAL BID</p> <p>2. For consideration of their bids, the bidders have to quote for all the resource levels. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids quoting zero or incredibly low rates compared to the realistic industry prevalent rates will be rejected.</p>	<p>The terms ' extremely low' and 'prevalent market trends' are very vague in nature. Hence, we request you to please clearly define the meaning of these terms.</p>	<p>Query has already been addressed by the committee during Pre-bid meeting on 23.5.2022.</p>
18	<p>Pg. No. 12,10. Terms and Conditions, 10.1. General</p> <p>Additional points</p>	<p>We request you to add below points in the proposal:</p> <ol style="list-style-type: none"> 1. If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Selected Agency and the Purchaser. 2. Each consultant deployed on the project shall be entitled for maximum 2 days of paid leave in a month (1 leave on deployment of half month) subject to an upper limit of 24 in a year. The applicability of leave should be to a given position of the work order rather than the individual and the adjustment of excess leaves in invoice, if any, should be made only after exhausting all the available leaves in the given period of the project/work order. 	<p>This is not a query rather a suggestion. The said issue has already been addressed by the committee during Pre-bid meeting on 23.5.2022.</p>
19	<p>Important Timelines Last Date for Submission of Bid - 06.06.2022</p>	<p>We request you to give at least 3 weeks time for bid submission from the date of releasing clarifications/ corrigendum. We will require this time for internal approvals and preparation of competitive proposal for submission.</p>	<p>This is a suggestion. However, DDCD will take a decision in this regard and communicate the same through web portal as well as eprocurement portal of Delhi Govt.</p>
20	<p>NA</p>	<p>Request you to confirm the maximum size of single PDF file which can be uploaded on portal.</p>	<p>This can be checked on the eprocurement portal of Delhi Government.</p>
21	<p>Confidentiality Page 10, clause 7.2</p>	<p>We request you to modify the clause as below as all confidential information should expire after a certain time:</p> <p>In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations. Hence, no changes can be allowed in the said clause.</p>

Queries by Ernst & Young LLP				
#	Clause	Existing description of the Clause	Query/ Suggestion	
1	-	Last Date for Submission of Bid: 06.06.2022	We are in the process of preparing a quality response, thus request for extension of last date of submission by at-least 1 week please.	This is a suggestion. However, the committee will take a decision in this regard.
2	Eligibility Criteria Clause 4.4 Page 4 Annexure 4	An undertaking (self-certificate) is to be submitted in Annexure R: "Bid Form -3" that the bidder hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of any kind of services. Further, an undertaking certificate with respect to agency not having been prosecuted, whether pending or otherwise, by any court of law of the land or any law agency of the land such as ED, NIA, CBI etc. Annexure R: That I/We M/s..... Address certified that our firm has never been blacklisted in the past by any Govt. Department/ Agency. Further, it is also hereby certified that any of the Partner / Director has never been convicted under IPC or any law of the land and further that no proceedings are pending against the firm under IPC-1860 or any other law of the land.	We request you to consider the below clause: <i>"The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by any of the Central or State Government Organisation "</i> Annexure R: "Bid Form -3" That I/We M/s..... Address certified that our firm has not been blacklisted in the last 3 FYs by any Central or State Government Organisation.	This is not a query rather a suggestion. The said issue has already been addressed by the committee during Pre-bid meeting on 23.5.2022.
3	Eligibility Criteria Clause 4.7.1 Page 4	The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e. 2019-20, 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well. In case, the	We request you to consider the last three financial years as 2018-19, 2019-20 and 2020-21 as the details pertaining to FY 2021-22 are not available currently.	The issue has already been addressed by the committee during pre-bid meeting on 23.5.2022.

4	Eligibility Criteria Clause 4.7.2 Page 4	The bidder's average annual turnover from Government consultancy in India should be Rs. 100 crores or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years. In addition	We request you to consider the last three financial years as 2018-19, 2019-20 and 2020-21 as the details pertaining to FY 2021-22 are not available currently.	The issue has already been addressed by the committee during pre-bid meeting
5	Eligibility Criteria Clause 4.7.3 Page 4-5	The bidder should have completed at least 5 Government consultancy jobs each of value more than Rs 05 Crore or must have achieved project milestone value more than Rs. 05 crores in each of the 5 IT Consultancy/e-Gov. projects /BFSI in the last 3 financial years i.e., 2019-20; 2020-21 & 2021-22. Information on the work order may be furnished as per Annexure- G: Technical Bid of the relevant section.	We request you to consider all projects undertaken with Government in addition to IT Consultancy/e-Gov. projects /BFSI as the consultant shall be undertaking projects in multiple domains as per requirement of DDUC i.e., Education, Environment, Agriculture, etc. (as mentioned in RFP)	The issue has already been addressed by the committee during pre-bid meeting on 23.5.2022.
6	Award of Contract (Empanelment) Clause 7.2 Page 10	Confidentiality 7.2.1 The empanelled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DDCCD or the user department / agency / organisation / Institution as the case may be without the prior written consent of DDCCD or the user department / agency /organisation / Institution as the case may be. 7.2.2 The agency will ensure that no information about the software, hardware, and database the policies of the client organization are taken out in any form including electronic form or otherwise, from the client site or any other source by the workforce posted by them.	We request you to consider the below clause: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations.

7	Intellectual Property Rights Clause 10.3 Page 14	<p>10.3.1 The IPR and copyright will be with DDCD or the user department/ agency/organisation / institution etc as the case may be and the bidder will not have any stake in the deliverables during the course of assignment.</p> <p>10.3.2. The agency or its deployed personnel, by virtue of working on DDCD or the user department/ agency/organisation/ institution etc as the case may be, can't claim any rights on the work performed by them. DDCD or the user department/ agency/ organisation/ institution etc as the case may be will have absolute rights on the work assigned and performed by them. Neither claims of the agency or its deployed professionals will be entertained on the deliverables.</p>	<p>We request you to consider the below clause:</p> <p>"Empanelled Consultants may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultants own in performing the Services. Notwithstanding the delivery of any Reports, Consultants retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultants compile and retain in connection with the Services (but not DDCD Information reflected in them). Upon payment for the Services, DDCD may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations.</p>
8	Termination Clause 10.4 Page 14-15		<p>Request to add below clause as well:</p> <p>"Empanelled Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to DDCD if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations."</p>	<p>This is not a query rather a suggestion and all the eligibility criteria have been decided by the competent authority after due deliberations.</p>
9	Annexure B Bid Submission Procedure Page 18	<p>Packet 1: The file should be saved in a PDF version and marked as: "EMD_<Bidder's Name>_Tier-<1 or 2 or 3 > .pdf" and should comprise of the following items: •Scanned copy of the Bid Security Declaration in prescribed format as per Annexure Q. •Authorization letter /PoA of the bidder. •Bid Summary as per Annexure O: Bidder's Summary The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid.</p>	<p>Request you to mention the amount of Bid Security (if any) along with form in which it needs to be submitted (i.e. Demand Draft/Bank Guarantee, etc.).</p>	<p>Only Bid security declaration has to be furnished as per the tender document.</p>

10	Annexure H Detailed Financial Bid Table 1 Page 32	Management/Functional Profile for Tier 1/2/3 consulting firms "Monthly rate of the agency"	Our understanding is that the monthly rate of the agency to be quoted herein shall be the price per consultant . Please confirm.	Yes
11	Annexure H Detailed Financial Bid Clause 5 Page 33	Out of Pocket Expenses (OPE) for Consultants will be reimbursed on production of original documents.	Our understanding is that OPE amount shall be reimbursed over and above the professional fees quoted in Table 1 and 2. Please confirm.	Yes

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
1	Page 42 of RFP	Additional Eligibility Criteria for Tier-1 category	The bidder should be consulting firm operating in India for the last five financial years. Necessary documents / proofs substantiating such as CA certificate confirming the cumulative turnover of the bidder from the given activities for the stated financial years must be submitted. The bidder should also submit the documents such as work orders etc. for confirmation of its revenue from IT consultancy Services.	Given the fact that the audit of accounts for FY 2021-22 is still not ready and available, we request you to consider FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21 for providing the documentary evidence (such as CA certificate of cumulative turnover) against the criteria.	This issues has already been addressed by the committee during pre-bid meeting on 23.5.2022. Hence, no changes are required to be made in the said clause.
2	Pg. 4 of RFP	Point 4.7.1. of 4.7. Additional Eligibility Criteria for Tier-1 category	<p>"The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e. 2019-20, 2020-21 & 2021-22.</p> <p>In case, the audited Balance sheet, P & L Account for the financial year 2021-22 is not available, then a certificate from registered CA is to be submitted certifying the annual turnover of the company / firm for the FY 2021-22 compulsorily"</p>	<p>We wish to inform that the balance sheet and P&L for FY 2021-22 is not yet ready. Thus, providing audited Balance sheet, P & L Account for the financial year 2021-22, or the CA certificate certifying the turnover for FY 2021-22 is a challenge.</p> <p>In this context, we request to allow us follows to submit the same for three preceding years i.e., FY 2018-19, 2019-20 & 2020-21.</p>	This issues has already been addressed by the committee during pre-bid meeting on 23.5.2022. Hence, no changes are required to be made in the said clause.
3	Pg. 43 of RFP	ANNEXURE P: ELIGIBILITY CRITERIA SHEET (Point 7 - Additional Eligibility Criteria for Tier-1 category)	The bidder's average annual turnover from Government consultancy in India should be average Rs. 100 crores in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy.	<p>We wish to inform that the balance sheet and P&L for FY 2021-22 is not yet ready. Thus, providing audited Balance sheet, P & L Account for the financial year 2021-22, or the CA certificate certifying the turnover for FY 2021-22 is a challenge.</p> <p>In this context, we request to allow us follows to submit the same for three preceding years i.e., FY 2018-19, 2019-20 & 2020-21.</p>	This issues has already been addressed by the committee during pre-bid meeting on 23.5.2022. Hence, no changes are required to be made in the said clause.
4	Pg. 9 of RFP	Point 6.2.7. of 6.2. Financial Evaluation	"Commercial Bids with GTVs that are less or more than 30% of the average bid price will be disqualified. The average bid price is computed by adding GTVs of ALL the technically qualified bidders and dividing the same by the number of technically qualified bidders"	We presume this clause is applicable individually to Tier 1 or Tier 2 or Tier 3 categories, i.e. GTV shall be calculated separately for each Tier and this clause would be applied for specific Tier.	yes

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
5	Page 40 of RfP	ANNEXURE N: EMPLOYEE DETAILS	Bidders has to submit the list of the consultant/ employees for each profile and categories as per details given in Annexure-C: Educational Qualifications and Experience. DDCD may verify the genuineness on the sample basis up to the satisfaction, by asking the detailed CV and other details.	<p>1. We would request to specify the number of profile for which we need to provide the details. We understand that Annexure C has the minimum number of people requirement. We would like to know whether we need to give the profile details of those minimum number of profile that is asked for in Annexure N.</p> <p>2. This would be a 2 year empanelment. We understand that empaneled bidders would be asked to submit specific tender whenever it is floated. The skill requirement for that specific work maybe different from the profiles that are submitted now. Second, there may be attrition/people moving out of the organisation etc. Also, there maybe at that point in time, more apt profile to undertake the work. Some of the given profiles may have been engaged in other assignment. Considering all these, we would request to allow the bidders post empanelment to submit relevant profiles for specific bids whenever it is floated. Current profiles that are asked to be submitted should only guide to assess the organisaitonal/people strength.</p>	Yes
6		ANNEXURE D: INDICATIVE WORK PROFILES FOR VARIOUS POSITIONS - Legal Matters	Consultancy support during any/all phases of the project on matters related to contract drafting & validation, legal vetting etc. The candidate should have legal qualifications/ legal background. It may also include functional advisory on ICT enablement projects with departments/ organizations/ institutions. The resource should be well conversant with IT acts & related matters	In case of any legal advice will be solicited under the scope, professional consulting firms may not be able to provide the same unless consortium is allowed with some legal firms. Secondly, we understand that when specific piece of tender would be floated, the bidder will have the flexibility whether to submit the tender or not. Kindly confirm if our understanding is correct.	

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
7	Page 7 of RfP	Bid Submission	Therefore, except for Annexure Q & R i.e. Bid Form 2 & 3, no physical document is to be submitted by the agencies.	We understand that Annexure R (BID FORM-3) and Annexure Q (BID FORM-2) will be submitted physically. However, the contact details/address for physical submission of Annexure Q and R is not provided in the RfP specifically. Kindly suggest?	Administration branch, 1st floor, Dialogue and Development Commission of Delhi, 33, Shamnath Marg, Delhi-110054
8	Page 7 of RfP	Bid Submission	5.6.2. Un-signed & un-stamped bids shall not be accepted. 5.6.3. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents	As regards signature, we would request to allow scanned signature of authorized signatory in all the pages of proposal to suffice the requirement.	Scanned signatures may be allowed but un-stamped papers shall not be acceptable.
9	General Query			When a particular piece of work would be floated under this empanelment, we assume the firm would assess the work and requirement and can take a call whether to submit a bid for that particular piece or not. Kindly confirm if our understanding is correct or not?	Yes
10	General Query			Given the heavy documentation requirements for this bid, we request you to kindly extend the deadline submission by 4 weeks.	This is a suggestion not a query. However, committee will take decision in this regard.
11	22	Annexure D	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services	We would request to allow us to submit private sector experience also for these services.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.
12	24	Point 6	Max Marks for Government Projects and Private Sector Projects	We understand that these experiences are asked for at the firm level. Kindly confirm.	Yes
13	24	Point 6 - 1. TECHNICAL EVALUATION CRITERIA FOR CATEGORY Tier-1	Number of projects handled for various functional areas. Each project will carry 1 mark. The projects with Project Management in Management Profile and Solution Architect in Technology Profile will carry 2 marks. (Max. Marks – 30)	We understand these experience are asked for at the firm level. Are we supposed to submit the past work orders, engagement letter, letter of award as documentary evidence?	Completion certificates / satisfactory performance certificate is required to be submitted.

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
14	30	ANNEXURE G: TEC FORM 2: TECHNICAL BID (bb)	Please specify five consultancy jobs each of value more than specified limit as may be in case of Tier-1 or Tier-2 or Tier-3 undertaken and successfully completed in the last three years. Information may be submitted in the following format. Please attach a separate sheet for each project and submit work orders & satisfactory completion certificates from the clients	In many cases client doesn't provide completion certificate. It is therefore requested to allow us to submit documentary evidence such as work order, engagement letter, letter of award etc. in lieu of completion certificate.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.
15	43	Additional Eligibility Criteria for Tier-1 category	The bidder should have completed at least 5 Government consultancy jobs each of value more than 5 Crore or must have achieved project milestone value more than 1 Crore in each of the 5 IT Consultancy/e-Gov. project/BFSI in the last three financial years i.e. 2019-20, 2020-21& 2021-22.	We would request to explain this a little more and make it more apparent. There are two points clubbed together.	This issue has already been addressed during the pre-bid meeting on 23.5.2022.
16	24	Point 6 - 1. TECHNICAL EVALUATION CRITERIA FOR CATEGORY Tier-1	Technical Presentation	We understand that the technical presentation will be submitted at the later stage. Kindly clarify?	Yes
17	24	Point 6 - 1. TECHNICAL EVALUATION CRITERIA FOR CATEGORY Tier-1	Technical Presentation	Kindly provide the indicative table of content of the presentation?	This issue has already been addressed during the pre-bid meeting
18	43	ANNEXURE P: ELIGIBILITY CRITERIA SHEET	The bidder should have completed at least 5 Government consultancy jobs each of value more than 5 Crore or must have achieved project milestone value more than 1 Crore in each of the 5 IT Consultancy/e-Gov. project/BFSI in the last three financial years i.e. 2019-20, 2020-21& 2021-22.	Kindly confirm whether the donor funded assignments (such as FCDO, ADB, World Bank) with government will qualify under the Government consultancy jobs where the Central/State Government/local government/PSUs are the end recipient/user?	This will be decided by the committee during evaluation of the bid on the basis of the documents submitted/uploaded by the respective bidder.
19	23	TECHNICAL EVALUATION CRITERIA FOR CATEGORY Tier-1	Number of years of Consulting firm's (Max Marks 5)	We understand that incorporation/registration certificate will qualify for the documentary evidence of the said criteria. Kindly confirm?	Yes.
20	23	TECHNICAL EVALUATION CRITERIA FOR CATEGORY Tier-1	Number of Govt. consultancy jobs of value more than Rs. 50 lakhs in the last three years. One extra mark is awarded for every additional project. However 2 marks would be provided for each project with value more than Rs. 01 Crore. Above 10 projects, maximum marks 15 would be provided.(Max. Marks 15)	We understand that Work Order, engagement letter, letter of award of projects will qualify for the documentary evidence of the said criteria. Kindly confirm?	Completion certificates / satisfactory performance certificate is required to be submitted.

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
21	Page 13 of RfP	Point 10.1.12 of 10. Terms and Conditions	10.1.12 The aggregate liability of the empaneled agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the empaneled agency hereunder. The empaneled agency shall only be liable for the direct damages or loss arising out of this agreement or otherwise from its services and not for any indirect or consequential damages. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.
22	Page 10 of RfP	7.2. Confidentiality	7.2.1. The empaneled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DDCD or the user department / agency / organisation / Institution as the case may be without the prior written consent of DDCD or the user department / agency /organisation / Institution as the case may be. 7.2.2. The agency will ensure that no information about the software, hardware, and database the policies of the client organization are taken out in any form including electronic form or otherwise, from the client site or any other source by the workforce posted by them.	Exceptions to confidential information are not provided. 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 e.g., 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: 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 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.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
23	Page 10 of RfP	7.2. Confidentiality	<p>7.2.1. The empaneled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DDCD or the user department / agency / organisation / Institution as the case may be without the prior written consent of DDCD or the user department / agency /organisation / Institution as the case may be.</p> <p>7.2.2. The agency will ensure that no information about the software, hardware, and database the policies of the client organization are taken out in any form including electronic form or otherwise, from the client site or any other source by the workforce posted by them.</p>	<p>Parties to whom information can be disclosed is not documented.</p> <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: 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>	<p>This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation</p>

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
24	Page 13 of RfP	10.2.3 of 10.2. Indemnity	10.2.3. The empaneled Bidder will indemnify DDCD or the user department/ agency/organisation/ institution etc as the case may be of any infringement of third party	<p>Indemnities for IPR infringement claims without exceptions.</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 and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
25	Page 13 of RfP	10.2.2. of Indemnity	10.2.2. DDCD or the user department/ agency/organisation /institution etc as the case may be absolved for any liability on account of death or injury sustained by the Bidder staff during the performance of the empanelment and also for any damages or compensation due to any dispute between the bidder and its staff.	Indemnities for death and bodily injury - Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.
26	Page 13 of RfP	Indemnity	NA	Indemnities not subject to final determination by court/arbitrator - We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberations.

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
27	Page 13 of RfP	10.2. Indemnity	NA	<p>No Process for Indemnity</p> <p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p>	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
28	Page 14 of RfP	10.5. Termination for default	NA	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation
29	Page 12 of RfP	9.2. Penalty	9.2.1. Project delays on account of the Bidder will attract a penalty of 1% (one percent) per week of the total project value up to 6 weeks. Thereafter, work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the user department will be free to get the job done from an alternate source / open market at the risk and cost of the defaulting bidder.	Liquidated Damages capped at higher percentage. We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation
30	Page 12 of RfP	9.2. Penalty	9.2.1. Project delays on account of the Bidder will attract a penalty of 1% (one percent) per week of the total project value up to 6 weeks. Thereafter, work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the user department will be free to get the job done from an alternate source / open market at the risk and cost of the defaulting bidder.	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
31	Page 14 of RfP	10.3. Intellectual Property Rights	<p>10.3.1. The IPR and copyright will be with DDCD or the user department/ agency/organisation / institution etc as the case may be and the bidder will not have any stake in the deliverables during the course of assignment.</p> <p>10.3.2. The agency or its deployed personnel, by virtue of working on DDCD or the user department/ agency/organisation/ institution etc as the case may be, can't claim any rights on the work performed by them. DDCD or the user department/ agency/organisation/institution etc as the case may be will have absolute rights on the work assigned and performed by them. Neither claims of the agency or its deployed professionals will be entertained on the deliverables.</p>	<p>No protection to our pre-existing IPRs.</p> <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 such deliverables are meant for client's internal business operations.</p>	This issue has already been addressed during the pre-bid meeting

	RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi				
32	Page 12 of RfP	10.1.4. of 10. Terms and Conditions	10.1.4. The bidder shall be responsible for any damage to equipment, property, data and third party liabilities caused by acts on part of its deployed manpower at DDCD or the user department premises as the case may be. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use.	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.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation
33	General Query			If the project is to be completed on time, it would require binding both parties with timelines to fulfill 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: 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.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
34	General Query			<p>Penalties linked to replacement / no exceptions provided (death, illness, resignation, etc.)</p> <p>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 and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.</p>	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation
35	Page 4 and 42 of RfP	Point 4.4. of Eligibility Criteria Point 4 of Annexure P	4.4. An undertaking (self-certificate) is to be submitted in Annexure R: "Bid Form -3" that the bidder hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of any kind of services. Further, an undertaking certificate with respect to agency not having been prosecuted, whether pending or otherwise, by any court of law of the land or any law agency of the land such as ED, NIA, CBI etc.	The Client is requested to revise the pre-qualification regarding backlisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation

RFP: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi (DDCD), Govt. of NCT of Delhi					
36	Page 19	10.6 Force Majeure	Force Majeure	Staffing - If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation
37	Page 30 of RfP	Point x of Annexure G	x. Whether any Legal Arbitration/proceeding is /has been/had been instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them	We request the client to consider that PwCPL ("the Company") has long standing operations in India and it would be unusual for a company of this stature to not be party in certain Arbitration/proceeding in its ordinary course of business. However, PwCPL believes that if these arbitrations are adversely determined, the same will not impact the Company's ability to perform the services under this RFP. Hence, we request the client to modify the undertaking/qualification criteria to the effect that there should only be a declaration (without arbitration history) regarding the pending arbitration and their impact on the ability of the Bidder to perform services under the proposed tender.	This is not a query rather a suggestion and all the eligibility criteria, terms & conditions and clauses have been finalized by the competent authority after due deliberation

Sr. No.	Pg. No.	Clause Ref.	Clause Text	Query/Suggestion																									
1	4	4.7.1	The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e., 2019-20, 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA.	<p>In our humble submission, the turnover criteria for Tier-I and Tire-II are very high and restrictive. We kindly request that the same may therefore be reduced (in line with the other similar empanelment) to ensure healthy competition from considerably large consulting firms that have been delivering services to a large Govt. client base in India. Similar to this empanelment, various other State and Central Govt. bodies have rolled out tenders for empanelment of consultants for similar services and scope of work. However, the turnover for empanelment even at National Level and other state level empanelment are much lower than what is requested here. A snapshot of the turnover criteria for such empanelment's is provided below for your kind reference.</p> <table border="1"> <tr> <td>1</td> <td>NICSI (Central)</td> <td>2021</td> <td>INR 250 Crore</td> </tr> <tr> <td>2</td> <td>Invest India (Central)</td> <td>2020</td> <td>INR 100 Crore</td> </tr> <tr> <td>3</td> <td>RISL (Govt. of Rajasthan)</td> <td>2017</td> <td>INR 100 Crore</td> </tr> <tr> <td>4</td> <td>HARTRON (Govt. of Haryana)</td> <td>2018</td> <td>INR 50 Crore</td> </tr> <tr> <td>5</td> <td>CHiPS (Govt. of Chhattisgarh)</td> <td>2021</td> <td>INR 250 Crore</td> </tr> <tr> <td>6</td> <td>MahalIT (Govt. of Maharashtra)</td> <td>2018</td> <td>INR 100 Crore</td> </tr> </table> <p>Further, we understand that the empanelment will service the various departments/ministries under the Govt. of NCT of Delhi only. We therefore request that empanelment under a single category be only considered instead of three different categories. The National Level empanelment which also caters to various other departments, Ministries at State and Central in the country by NICSI too has a single category with a much lower turnover criteria at INR 250 Crore as also mentioned in the above table.</p> <p>Further, the requirement as per Ministry of Electronics and Information Technology, Govt. of India's guidance note (can be accessed at: https://www.meity.gov.in/writereaddata/files/consulting-services.pdf), clause 1.4.1, Pg. 15 states that: "As a thumb rule, one can keep the minimum sales turnover in Consulting / IT Consulting at Five (5) times the estimated value of the assignment being tendered"</p> <p>Therefore, according to the present turnover criteria: Tier I will be only for projects with consulting value of INR 200 Crore or higher, similarly, for Tier II the project's consulting value paid to the consultants would be INR 100 Crore or higher and for Tier-III, the consulting value of assignments would be INR 10 Crore.</p> <p>Our Suggestion:</p>	1	NICSI (Central)	2021	INR 250 Crore	2	Invest India (Central)	2020	INR 100 Crore	3	RISL (Govt. of Rajasthan)	2017	INR 100 Crore	4	HARTRON (Govt. of Haryana)	2018	INR 50 Crore	5	CHiPS (Govt. of Chhattisgarh)	2021	INR 250 Crore	6	MahalIT (Govt. of Maharashtra)	2018	INR 100 Crore	
1	NICSI (Central)	2021	INR 250 Crore																										
2	Invest India (Central)	2020	INR 100 Crore																										
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4	HARTRON (Govt. of Haryana)	2018	INR 50 Crore																										
5	CHiPS (Govt. of Chhattisgarh)	2021	INR 250 Crore																										
6	MahalIT (Govt. of Maharashtra)	2018	INR 100 Crore																										
2	4	4.7.2	The bidder's average annual turnover from Government consultancy in India should be Rs. 100 crores or more in the corresponding 3 years as above.	<p>In order to do away with the ambiguity of the three different tiers being created for the empanelment and also to attract healthy competition, keeping in mind the importance of Delhi being the National Capital and therefore Projects of high value and importance would be driven through this empanelment, we request that the turnover criteria, like the other clauses of the RFP be similar to the NICSI's central level empanelment RFP (which is valid across the country) that was rolled out recently. The clause may therefore be read as:</p>																									
3	5	4.8.1	The bidder's average annual turnover from consultancy services in India should be Rs. 500 crores or more in the last three financial years i.e., 2019-20; 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA.	<p>The bidder's average annual turnover from consultancy services in India should be Rs. 250 Crores or more in the last three Financial Years viz. 2018-19, 2019-20 and 2020-21</p>																									
4	5	4.8.2	The bidder's average annual turnover from Government consultancy in India should be Rs. 50 crores or more in the corresponding 3 years as above.	<p>The bidder's average annual turnover from e-Governance/IT consultancy in India should be Rs. 75 crores or more in the corresponding three years as above.</p>																									
5	5	4.9.1	The bidder's average annual turnover from consultancy services in India should be Rs. 50 crores or more in the last three financial years i.e., 2019-20; 2020-21 & 2021-22. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA.																										
6	5	4.9.1	The bidder's average annual turnover from Government consultancy in India should be Rs. 10 crores or more in the corresponding 3 years as above.	The scoring for the relevant turnover criteria may also be similarly adjusted.	Suggestion not a query																								
8	19	ANNEXURE B: BID SUBMISSION PROCEDURE (d)	A board resolution/ power of attorney (as the case may be) authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in Packet-1	Firms that are registered under Partnership Act or Limited Liability Partnership Act have the list of "Partners" as part of the Partnership Deed who are authorized to sign the documents. Therefore, we request that this clause may kindly be relaxed for Partnership and/or LLP firms and the Partnership deed may suffice the compliance for Authorized Signatory.	No relaxation is permissible.																								

S. No.	RFP Page no.	RFP Rule No.	Rule Details	Query/Suggestion/Clarifications	Reply
1	2	Important Timelines	Bid Submission Start Date: 30.05.2022	We request to allow 15 days extension after the release of response to Prebid queries.	This is only a suggestion and not a query. However, the request will be taken into consideration.
2	5	4.9. Additional Eligibility Criteria for Tier-3 category; 4.9.2	The bidder's average annual turnover from Government consultancy in India should be Rs. 10 crores or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years.	We request to amend the clause as: The bidder's average annual turnover from Consultancy/Business Advisory Services in India should be Rs. 10 crores or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years.	The query has been addressed in detail in the pre-bid meeting held on 23.5.2022. Hence, no amendment can be made in the said clause.

3	5	4.9. Additional Eligibility Criteria for Tier-3 category; 4.9.3	<p>The bidder should have completed at least 5 Government consultancy jobs each of value more than Rs. 10 lacs or must have achieved project milestone value more than Rs. 10 lacs in each of the 5 IT Consultancy/e-Gov. projects/ BFSI in the last 3 financial years i. e., 2019-20; 2020-21 & 2021-22.</p>	<p>The projects related to ICT/e-governance Initiatives are long term assignments where consultant needs to design the overall scope of customization and deployment of different modules like Audit, Tax, HR, Material Management, DAK, e-office, etc. as per the requirements. And post onboarding of System Integrator, supervision & monitoring will also be part of the scope. Considering the overall timeframe of a single project, we request to allow ongoing project to be considered as well.</p> <p>The bidder should have ongoing/ completed at least 5 Government consultancy jobs each of value more than Rs. 10 lacs or must have achieved project milestone value more than Rs. 10 lacs in each of the 5 IT Consultancy/e-Gov. projects/ BFSI in the last 3 financial years i.e., 2019-20; 2020-21 & 2021-22.</p>	Not Acceptable.
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Tender/RFP Name: Empanelment of Consulting Companies for Government Project/Services The Dialogue and Development Commission of Delhi, (DDCD)					
Submitted By: Telecommunications Consultants India Ltd.					
#	Section No	Page No	Reference Clause	Clarification Sought	Reply
1.	Important Timelines	2	Last Date for Submission of Bid	The date may please be kept at least 2 weeks from date of release of pre bid queries response.	This is not a query but a suggestion. However, the request will be taken into consideration.
2	4.7. Additional Eligibility Criteria for Tier-1 category:	8	4.7.1 The bidder's average annual turnover from consultancy services in India should be Rs. 1000 crores or more in the last three financial years i.e. 2019-20, 2020-21 & 2021-22. And 4.8.1. The bidder's average annual turnover from consultancy services in India should be Rs. 500 crores or more in the last three financial years i.e. 2019-20; 2020-21 & 2021-22. And 4.9.1. The bidder's average annual turnover from consultancy services in India should be Rs. 50 crores or more in the last three financial years i.e. 2019-20; 2020-21 & 2021-22	Instead of Turnover from Consultancy Services only, Total turnover of company may please be asked. Balance sheet for the financial year 2021-22 is under preparation therefore balance sheet could not be submitted. In the absence of approved balance sheet, CA will not be able to provide any certificate related to financial figures. May please modify: Tier 1 - 4.7.1 The bidder's average annual turnover should be Rs. 1000 crores or more in the last three financial years i.e. FY 2018-19, 2019-20 & 2020-21. And Tier 2 - 4.8.1. The bidder's average annual turnover from should be Rs. 500 crores or more in the last three financial years i.e. FY 2018-19, 2019-20 & 2020-21. And Tier 3 - 4.9.1. The bidder's average annual turnover should be Rs. 50 crores or more in the last three financial years i.e. FY 2018-19, 2019-20 & 2020-21.	The issue has been clarified in detail in the pre-bid meeting held on 23.5.2022.

1.	Geneal		Regarding balance sheet submission for FY 2019-20; 2020-21 & 2021-22	<p>Balance sheet for the financial year 2021-22 is under preparation therefore balance sheet could not be submitted. In the absence of approved balance sheet, CA will not be able to provide any certificate related to financial figures.</p> <p>Therefore, it is requested to please consider financial years FY 2018-19, 2019-20 & 2020-21 for all the clauses.</p>	<p>The issue has been clarified in detail in the pre-bid meeting held on 23.5.2022.</p>
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Empanelment of Consulting Companies for Government Project / Services

S. No.	RFP Document Reference (s) (Page No. and Section No.)	Proposed Change	Reason of Proposed Change	Reply
1	4.9. Additional Eligibility Criteria for Tier-3 category: Page No. 5	The bidder's average annual turnover from Government consultancy in India should be Rs. 10 crores or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well.	The bidder's average annual turnover from Government consultancy in India should be Rs. 10 Lacs or more in the corresponding 3 years as above. The turnover certificate duly certified by registered CA should be submitted in support of Government Consultancy. Financial standing should be based on the latest ITCC, Annual report (balance sheet and profit and Loss account) of the last 3 years. In addition to the CA certificate and audited balance sheet the bidders should submit the P&L account as well. Kindly give us relaxation on the same.	No relaxation is permissible.