

Clarifications dated 15-September-2016 (as per clause 3.4 of the RFP)

Clarifications to the queries raised by prospective bidders during the pre-bid meeting on 09-September-2016 regarding RFP titled 'Hiring of Project Management Consulting firm for implementation of National SC & ST Hub (NSSH)' No. SIC/HO/SC-ST Hub/2016-17 issued on 24.08.2016 & addendum no. 1 dated 02.09.2016, Corrigendum dated 06.09.2016

S.No.	RFP Section Reference	RFP Clause/ Provision No.	Existing text of the clause/ provision in the tender	Clarification/ modification sought	Clarification/ modification provided by NSIC
1	Stage 1 : Eligibility Criteria for qualification and Form E-1	4.6 (Evaluation) and Part 4: Forms Form E-1	<p>Eligibility criteria: Valid incorporation</p> <p>Required list of documents Companies</p> <p>Certificate of incorporation</p> <p>AND</p> <p>Copy of the Memorandum and Articles of Association</p> <p>(OR)</p> <p>Limited Liability partnership or Partnership</p> <p>Partnership deed and Certificate of partnership</p>	<p>We are a Limited Liability Partnership (LLP) company. There are several companies which are LLP and as the Partnership deed is a confidential document, it would be difficult for LLP companies to provide the partnership deed. We shall provide the Certificate of incorporation and LLP registration certificate as proof of valid incorporation We request you to kindly consider the same</p>	<p>Eligibility criteria for Limited Liability partnership or Partnership. Proof of documentation for valid incorporation to include:</p> <p>Certificate of Incorporation OR Registration Certificate</p>

2	Stage 2 : Evaluation criteria and scoring for technical selection	4.6 (Stage 2 : Evaluation criteria and scoring for technical selection), SI.No,5	<p>SI. NO.5, Number of orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2013 to 31.3.2016; each PO for values greater than INR 1 crore only to be considered.</p> <ul style="list-style-type: none"> i. Capacity building ii. Vendor development iii. Project management iv. Management of IT services v.Strategy and business development <table border="1" data-bbox="709 824 1079 1008"> <tr> <td colspan="3">Scoring criteria for T-4 as per Matrix below: (Total number of orders from Govt. /PSU during 1.4.2013-31.3.2016</td> </tr> <tr> <th>Name of Domain</th> <th colspan="3">Total Number of projects in the specified domain</th> </tr> <tr> <td></td> <td>1-2</td> <td>3-4</td> <td>>4</td> </tr> <tr> <td>Capacity building</td> <td>1</td> <td>2</td> <td>3</td> </tr> </table>	Scoring criteria for T-4 as per Matrix below: (Total number of orders from Govt. /PSU during 1.4.2013-31.3.2016			Name of Domain	Total Number of projects in the specified domain				1-2	3-4	>4	Capacity building	1	2	3	<ul style="list-style-type: none"> i. We feel that this criteria is very restrictive as there are very few vendor development and strategy projects undertaken in the country over the last three years. ii. As the marketing assistance and creating market linkages are also associated with vendor development, we request you to consider changing the” vendor development” experience to vendor development/market linkages/marketing assistance iii. The value of strategy and capacity building projects undertaken by the Government/PSUs are usually less than INR 1 Crore, we request you to consider reducing the value to INR 50 Lakh iv.Consultants work for Government/PSUs funded 	<ul style="list-style-type: none"> i Clause remains unchanged. ii Terms Vendor development to include market linkages / marketing assistance. iii Clause and criteria remain unchanged. iv Orders by multi lateral funding /
Scoring criteria for T-4 as per Matrix below: (Total number of orders from Govt. /PSU during 1.4.2013-31.3.2016																				
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	1-2	3-4	>4																	
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			Vendor Development	2	3	4	<p>by multi-lateral funding agencies and the contract is signed with them. As the existing clause mention that “Orders above INR 1 Crore from Government/PSU only”, We request you to kindly include projects where the contracts are signed with multi-lateral agencies and executing for Government/PSUs</p> <p>v. We feel that there are not enough business development engagements with Government/PSUs. We would request you to include investment promotion.</p> <p>vi. Therefore, we request you to consider changing the clause as follows: “Providing management consultancy services to Government/ Public Sector/Multi-Lateral Funding in India for domains listed below in</p>	<p>developmental agencies can be considered provided that documentary evidence and linkages are established that the project is in India for Govt. / PSU.</p> <p>v. Clause remains unchanged.</p> <p>vi. Clause remains unchanged.</p>
		Project Management	1	2	3			
		Management of IT Service	1	2	2			
		Strategy and business development	1	2	3			

				<p>the matrix; during the period (2010 – till date); each PO for value not less than INR 50 lakh to be considered”.</p> <table border="1"> <thead> <tr> <th rowspan="2">Name of Domain</th> <th colspan="3">Total Number of projects in the specified domain</th> </tr> <tr> <th>1-2</th> <th>3-4</th> <th>>4</th> </tr> </thead> <tbody> <tr> <td>Capacity building</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>Vendor Development</td> <td>2</td> <td>3</td> <td>4</td> </tr> <tr> <td>Project Management</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>Management of IT Service</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Strategy and business development</td> <td>1</td> <td>2</td> <td>3</td> </tr> </tbody> </table>	Name of Domain	Total Number of projects in the specified domain			1-2	3-4	>4	Capacity building	1	2	3	Vendor Development	2	3	4	Project Management	1	2	3	Management of IT Service	1	2	2	Strategy and business development	1	2	3	
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3	Stage 2 : Evaluation criteria and scoring for technical selection	4.6 (Stage 2 : Evaluation criteria and scoring for technical selection)		<p>Since, the project is about development of SC/ST MSME enterprises, we request you to consider providing weightage for firms which has MSME experience</p>	Clause remains unchanged.																											

4	Key Profiles - Consulting resources required for the` project	4.5.1, 3 (b)	Capacity Building Qualification: Post-Graduation in Management; preferably with HR as elective	Usually, the experts in capacity building have Post Graduation qualification in various streams such as Public Policy, Social sector etc. We request you consider changing the qualification requirement to Post-Graduation	Clause remains unchanged.
5	Audit	5.11	The Successful bidder shall keep and maintain until 3 years after the end of the Contract term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure, and all payments made by Purchaser. The Successful bidder shall on request provide Purchaser or Purchaser's representative's access to all such records as may be requested by Purchaser in connection with the Contract.	EY shall provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement	Clause remains unchanged.
6	Intellectual Property	5.13.4	After the execution date Purchaser shall exclusively	We request you to modify the para as follows: After the	Clause remains unchanged.

	Rights		own/ have rights/ title and have right in perpetuity to use all Intellectual Property that:	execution date and upon payment for the services, Purchaser shall be licensed to use all Intellectual Property that:	
7	Liabilities	5.23		We request you to include the following para: The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess	Clause remains unchanged.

				of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	
8	Liabilities	5.23.2	Successful bidder shall remain liable for any damages due to its gross negligence within the next twelve (12) months after the issuance of the provisional completion certificate of the Contract.	We request you to remove the clause	Clause 5.23.2 stands deleted.
9	Penalty	5.29	In the event of delay in meeting the timeline specified for a positioning satisfactory consulting resources, the Purchaser at its discretion may levy a penalty on the Successful bidder proportionate to twice the estimated value of providing resources for the defaulting period. Payment shall accordingly be made.	This is not a general practice in Consultancy assignments. We are committed to provide all the resources within the agreed timelines except in case of exceptional circumstances beyond the control of the organization. Therefore, we request you to remove this clause.	The penalty on the successful bidder will be equivalent to the quoted value for providing the respective resource(s) or the actual cost incurred by the Purchaser on their replacement, whichever is higher and the same shall be calculated on pro-rata basis for the defaulting period . The above penalty is exclusive

					of deduction of payment towards absence/ defaulting period.
10	Liquidated damages	5.30	<p>If the Successful bidder fails to complete the entire Services before the scheduled completion date or the extended date or if Successful bidder repudiates the Contract before completion of the Work, Purchaser may without prejudice to any other right or</p> <p>remedy available to Purchaser as under the Contract:</p> <p>a) Recover from the Successful bidder, as liquidated damages and not by way of penalty the Performance Guarantee.</p> <p>AND / OR</p> <p>b) Terminate the</p>	We request you to consider putting percentage of the LD per week and the total amount of liquidated damages under this contract shall not exceed 5% of total contract value	Clause remains unchanged.

			<p>contract or a portion or part of the work thereof. Purchaser shall give 30 days' notice to the Successful bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Successful bidder initiates remedial action acceptable to Purchaser. Purchaser may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands (which includes Purchaser's right to claim such amount against Successful bidder 's</p>		
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			<p>Bank Guarantee) or which may become due to the Successful bidder .</p> <p>Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the Services or from any other obligations and liabilities under the Contract.</p>		
11	Terms of Confidentiality	5.32.2		We request you to consider the following: Confidentiality obligations shall be valid for a period of 3 years from the date of termination of this Agreement	Clause remains unchanged.
12	Dispute Resolution	5.33		We request you to consider the following: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall be settled by arbitration in	Clause remains unchanged.

				accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.	
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13	Definitions	Page 3	<p>“Contract” means the contract to provide deliverables listed in the RFP signed between the Purchaser and the Successful Bidder as stated in the draft contract set out in Chapter 7, RFP and the Proposal submitted by the Successful Bidder and all other attachments referred therein.</p> <p>“Deliverables” means the deliverables for the project stated in the Terms of Reference (Chapter-4).”</p>	<p>As such the RFP doesn't state any specific deliverables. For the sake of effective monitoring, we request that a 'monthly status report' can be sought as deliverable. This will help in substantiation of various clauses under the RFP terms and conditions which refers to the word 'deliverable'.</p>	<p>All deliverables will be reported and consolidated in the form of monthly progress / status report.</p>
14	Key Information and Dates	Chapter 1	<ul style="list-style-type: none"> • Rs. 3,000 (Rupees Three Thousand only) for registration to be paid to TCIL online directly. • Rs.7,000 (Rupees Seven Thousand only) for tender processing to be paid to TCIL online directly. • Rs.3,000 (Rupees Three Thousand only) per participant to be paid to 		<p>Clause remains unchanged (amount INR 8050 is derived from tender fee of INR 7000 plus Service tax of 15%)</p>

			TCIL online directly, in case training is desired from TCIL(optional).		
15	Chapter 3 and 5	Clause 3.31.2, Page 39 AND Clause 5.38.1, Page 115	<p>“Within 7 days of receipt of the Contract Form, the Successful Bidder shall sign and date the Contract and return it to the Purchaser.”</p> <p>AND</p> <p>“The Contract agreement will be within 7 days....subject matter thereof”</p>	The stated time period of 7 days is too short as any contract form may involve discussion / negotiations / clarification. Therefore, request you to kindly allocate atleast 15 days’ time.	Clause remains unchanged.
16	Chapter 3 and 4	Table-1, S No. 1at Page No. 16 and Form E-1, S. No. 4 ©, Page 60	<p>“c) Limited liability partnership: Certificate of registration and partnership deed”</p> <p><u>Corrigendum Limited Liability partnership or Partnership</u> Partnership deed/ Certificate of Incorporation in case of Limited Liability Partnership.</p>	To get absolute clarity, request you to kindly confirm if Partnership deed will suffice for the Partnership firm	<p>Eligibility criteria for Limited Liability partnership or Partnership. Proof of documentation for valid incorporation to include:</p> <p>Certificate of Incorporation OR Registration Certificate</p>
17	Chapter 3	Clause 3.10.4	“The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to	We request you to kindly delete this clause to eliminate discretion. As part of open tendering process, and	Clause 3.10.4 stands deleted.

			incorporate downward revisions as applicable and necessary, at any time during the period of Contract”	government of India guidelines, subsequent to identification of successful bidder, firm prices cannot be negotiated downward unless there is a calculation error.	
18	Chapter 3	Clause 3.13.2	<u>Bid Security in the form of EMD</u> An EMD of INR Five Lakhs (INR 5Lakhs) must be submitted in physical form to the Purchaser’s Representative via a Demand Draft in favour of “National Small Industries Corporation Ltd.” payable at New Delhi on or before the Bid Due Date and time. Its copy must be submitted online along with the RFP	We request NSIC to accept the EMD in the form of Bank Guarantee similar to Performance Guarantee.	Clause remains unchanged.
19	Chapter 3	Clause 3.36	<u>Consortium/Subcontracting related conditions</u> The Bidder will have sole responsibility for execution of the Terms of Reference, as specified in Chapter 4 of this RFP. No Consortium formation or subcontracting with other firms will be allowed for submission of the Proposal. However, the	The NSSH program is of great national importance and requires interaction at various levels including clusters/industry associations/academia/institution and others. It may help to form consortium to increase the skill sets and reach to be able to deliver the program effectively. We request you to please allow consortium. NSIC	Clause remains unchanged.

			bidder may deploy individual experts, who are subcontractors of the bidder, for execution of particular activities under Terms of Reference	can state that the overall responsibility to deliver the scope of work will be that of Lead bidder to eliminate any concern it may have.	
20	Chapter 4 – Terms of Reference	Clause 4.4. Page 54	<p><u>Timelines and Payment Schedule</u></p> <p>The project will start immediately after signing of the contract The quantum of resources required may vary with time and Purchaser shall notify the Contractor of the same. Payments shall be made on the basis of actual deployment of team. The bills shall be raised at the end of every quarter starting 31.12.2016</p>	<p>The requirement of resource is not clearly stated in the RFP. We request you to please qualify the clause by stating that the base requirement of 7 resource will be intact. Retention of this clause will make it nonfeasible to plan for long term deployment of the resources.</p>	<p>Deployment of resource team:</p> <ul style="list-style-type: none"> a) For first 12 months of contract period : all 15 members: b) For subsequent period: deployment schedule for resources to be deployed in next 6 months will be given 3 months in advance .

21	Chapter 4 – Terms of Reference	Para 4.6 Stage 2 at S. No. 5, Page No. 72 and subsequent corrigendum	<p>Number of orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2013 to 31.3.2016; each PO for values greater than INR 1 crore only to be considered.</p> <p>Note: a) Mention of one domain in one order - Actual value of order to be considered for categorization b) Mention of more than one domain in one order i) <u>Purchase order should specifically mention of named domains for services or deliverables for consideration</u></p>	<p>It is not always feasible that the work order will contain the name of domain as classified by this tender. For e.g. in Project Management Services there will be several elements and will not be called out in the Work order. However, in order to meet the requirement and substantiate the domain, we to accept letter / Declaration from Client / Authority issuing the Purchase order.</p>	<p>Applicability of domain to be established by documentary evidence / documentation issued by Authority issuing the Purchase Order.</p>
22	Chapter 5	Clause no. 5.12.5(a), page 98 and Clause 5.29, page 108	<p>“Purchaser shall be at liberty to deduct such amounts from the invoices raised by the Successful bidder as calculated by application of the provisions for liquidated damages as specified in Section 5.30 and on account of delay in submission of</p>	<p>We request to eliminate any discretion in application of penalty or liquidated damage. Kindly define the deliverable as requested in S.No.1 above and eliminate this clause to help in seamless execution. In the event, that NSIC is keen on retaining the clause, it is</p>	<p>Liquidated damages specified in clause 5.30.1 will be limited to 10% of the contract value.</p>

			<p>deliverables as stated in Section 5.29.”</p> <p>Clause 5.29</p> <p>“In the event of delay in meeting the timeline specified for a positioning satisfactory consulting resources, the Purchaser at its discretion may levy a penalty on the Successful bidder proportionate to twice the estimated value of providing resources for the defaulting period. Payment shall accordingly be made.”</p>	<p>imperative to help define the following: a) Please specify the timeline for positioning satisfactory consulting resources. b) Please inform the method of penalty calculation</p>	
23	Chapter 7	<p>Clause 7.7-(f), Page 152 and Clause 7.8, page 152</p>	<p>“It is clarified here that the Purchaser shall pay for the deliverables stated in accordance with the payment schedule specified in section 7.8.</p> <p>And “Payment Schedule” Purchaser will make payments to the Successful bidder based on the milestones achieved by the Successful bidder as given in</p>	<p>We request you to kindly consider point 1 above to make this clause effective.</p>	<p>Clause 7.8 will now read as under: “Purchaser will make payments to the Successful bidder as detailed in Section 4.4 of the RFP”:</p> <p>Clause 7.7 (f) will read as under: It is clarified here that the Purchaser shall pay for the services stated in accordance with the payment schedule</p>

			Section 4.4 of the RFP: Before making payments, Purchaser will have the right to verify the quality of the deliverables listed in Chapter 4 of the RFP and its conformity with the requirements set out in Chapter 4.”		specified in section 4.4 of the RFP.
24	Curriculum Vitae for Proposed Consultant	T-6; Page no. 140	A total of 7 CVs must be submitted as per the technical criteria	However, Form Fin-2, Page no. 145 adds up to number of resources as 15. What is the exact requirement? Please confirm.	For CV – a) Specific to the roles defined as key professional staff – 5 nos. b) Representative consulting staff – 2 nos. For financial bid - as per Fin-2: total 15 nos.
25	Scope of Work	Page no. 90	“The successful bidder is required to provide such services and support as Purchaser may deem proper and necessary, during the term of this Contract”	The work/deliverables are suggested to be clearly defined and pre agreed before the start of the engagement to avoid any scope ambiguities	Clause remains unchanged.
26	Liquidated damages	Page no. 109	There is no penalty capping as per the RFP	Liquidated damages are suggested to be capped at 10% of the contract value. Also, LD should be imposed if solely attributable to the bidder and should be tightly aligned to a	Clause remains unchanged.

				well laid consultative process and ascertaining the cause of the delay in question.	
27	Table T4	Page no. 80	Categorisation of purchase orders issued by Government/ Public Sector in India for domains listed below during the period 1.4.2013 to 31.3.2016	It is difficult to provide citations under different projects heads like Strategy, Vendor Development and so on since most of the assignments are holistic in nature and also, it would be very difficult to provide Apportioned project value under different project category heads.	Clause remains unchanged.
28	Table E3	Page No. 64	Experience of providing Management Consulting services to Govt./PSU in India through purchase orders received during the period 2013-14 to 2015-16	Purchase orders for only 2013 onwards would be acceptable or would a continuing project during this period which started before 2013 suffice? Please clarify.	Clause remains unchanged. P.O. beyond 1.4.2013 only to be considered.
29	Intellectual Property Rights and Survival	Section 5.13 and 5.26.2, Page no. 99 and 107	The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this	The transfer of ownership in deliverables subject to payment of full fees has not been documented. Kindly clarify the same.	Clause remains unchanged. Payments are scheduled every quarter.

			Contract and in relation to confidentiality, the obligations continue to apply unless Purchaser notifies the Successful bidder of its release from those obligations		
30	Submission date	23 rd Sept. 2016		Request to extend the submission till September end	Clause remains unchanged. Request not accepted.
31	Chapter 1 – Key information and dates	Closing date and time for participation on procurement portal	23 rd September 2016- 1300 hours	Request you to consider extending the closing date by at least one week i.e. 30 th September 2016	Clause remains unchanged. Request not accepted.
32	Section 4.4			<ul style="list-style-type: none"> • Minimum notice period and of downsizing should be specified. • Maximum downsizing should also be mentioned as percentage of manpower 	<p>Deployment of resource team:</p> <ul style="list-style-type: none"> a) For first 12 months of contract period : all 15 members: b) For subsequent period: deployment schedule for resources to be deployed in next 6 months will be given 3 months in advance .

33	Electronic filing			If we could submit the work order in the hard copy format	Clause remains unchanged. Bid has to be submitted in electronic form only as detailed in various sections of clause 3.24.
34	Vendor Development			Please use more adjectives for Vendor Development work like Vendor Development/ Marketing Assistance Scheme / equivalent	Terms Vendor development to include market linkages / marketing assistance.
35	Submission date / time extension			Please extend upto 30 September 2015	Clause remains unchanged. Request not accepted.
36	Successful bidders team for the project	5.8.9 (C)	Any out station work requirements will be reimbursed as per provisions by purchaser.	This clause do not have provision for local transportation. We request you to consider providing provision for local transportation also.	Transportation for travel undertaken for official work will be provided / reimbursed as per rules.
37	Chapter 1 Key information and dates	Closing date and time for participation on e-procurement portal last date and time and submission of proposal	23 September 2016 – 1300 hrs 23 September 2016 – 1400 hrs	Request you to extend the date by at least one week i.e. till 30 September 2016.	Clause remains unchanged. Request not accepted.

Corrigendum No. 2 dated 15.09.2016

Ref: RFP titled ‘Hiring of Project Management Consulting firm for implementation of National SC & ST Hub (NSSH)’
No. SIC/HO/SC-ST Hub/2016-17 issued on 24-08-2016, Addendum No. 1 dated 02.09.2016 and Corrigendum No.1 dated 6-09-2016

S.No.	RFP Reference		Modified Text of the Clause
	Clause No.	Existing Text	
1.	3.8.4 Common requirements for eligibility: Stage 1: Eligibility criteria for qualification. Sr.1. Valid incorporation:	Form E-1 Companies Certificate of incorporation AND Copy of the Memorandum and Articles of Association OR Limited Liability partnership or Partnership Partnership deed/Certificate of Incorporation in case of Limited Liability Partnership	Companies - No change Eligibility criteria for Limited Liability partnership or Partnership. Proof of documentation for valid incorporation to include: Certificate of incorporation OR Registration Certificate
2.	4.6 Stage 2 : Evaluation criteria and scoring for technical evaluation – Table 2 Sr.5	Scoring criteria for T-4 as per Matrix Name of domain : Vendor Development	Scoring criteria for T-4 as per Matrix Name of domain : Vendor Development This will include Vendor Development, market linkages and marketing assistance.
3.	4.6 Stage 2 : Evaluation criteria and	“Value of Purchase orders received for providing ‘Management Consulting’ services to Government/ Public Sector in India, in last three	Orders by multilateral funding / developmental agencies can be considered for such consideration, provided that documentary evidence and linkages

	scoring for technical evaluation – Table 2 Sr.2 to 5	years; for the period from 2013-14 to 2015-16”	are established that the project is for Govt. / PSU. Multilateral funding / developmental agencies like DIFID, ADB, WORLD BANK, IMF, UNIDO, UNISEF and similar can be considered who are working on such projects for Govt. / PSU in India.
4.	5.29 Penalty	In the event of delay in meeting the timeline specified for a positioning satisfactory consulting resources, the Purchaser at its discretion may levy a penalty on the Successful bidder proportionate to twice the estimated value of providing resources for the defaulting period. Payment shall accordingly be made.	In the event of delay in meeting the timeline specified for a positioning satisfactory consulting resources, the Purchaser at its discretion may levy a penalty on the successful bidder equivalent to the quoted value for providing the respective resource(s) or the actual cost incurred by the purchaser on their replacement which ever is higher; and the same shall be calculated on pro-rata basis for the defaulting period. The above penalty is exclusive of deduction of payment towards absence / defaulting period.
5.	Definition: Sr.7 Contract	“Contract” means the contract to provide deliverables listed in the RFP signed between the Purchaser and the Successful Bidder as stated in the draft contract set out in Chapter 7, RFP and the Proposal submitted by the Successful Bidder and all other attachments referred therein.	“Contract” means the contract to provide services through professionals for providing deliverables listed in the RFP signed between the Purchaser and the Successful Bidder as stated in the draft contract set out in Chapter 7, RFP and the Proposal submitted by the Successful Bidder and all other attachments referred therein.

6.	Sr.8 Deliverable	“Deliverables” means the deliverables for the project stated in the Terms of Reference (Chapter-4).	“Deliverables” means the deliverable of services towards meeting the objectives and general expectations for the project stated in the Terms of Reference (Chapter-4), by the team of consultants of the successful bidder. All deliverables will be reported and consolidated in the form of monthly progress / status report.
7.	Sr.9 Government Sector	“Government sector” means central government, state government, PSUs or regulatory authorities in India.	“Government sector” means central government, state government, PSUs and Regulatory Authorities in India. Multilateral funding / developmental agencies like DIFID, ADB, WORLD BANK, IMF, UNIDO, UNICEF and similar can be considered who are working on such projects in India for Govt. / PSU. For purpose of metrics for evaluation, purchase orders by multilateral funding / developmental agencies can be considered provided that documentary evidence and linkages are established that the project is in India for Govt. / PSU.
8.	Clause 4.4. Time lines and Payment Schedule	The project will start immediately after signing of the contract and is expected to be completed by end of financial year 2019-20. Should it be necessary, the engagement as per the contracted terms may be extended by one more financial	The project will start immediately after signing of the contract and is expected to be completed by end of financial year 2019-20. Should it be necessary, the engagement as per the contracted terms may be extended by one more financial year. The quantum of resources required may vary with time and

		year. The quantum of resources required may vary with time and Purchaser shall notify the Contractor of the same. Payments shall be made on the basis of actual deployment of team. The bills shall be raised at the end of every quarter starting 31.12.2016.	Purchaser shall notify the Contractor of the same. Payments shall be made on the basis of actual deployment of team. The bills shall be raised at the end of every quarter starting 31.12.2016. Deployment of Team of resources: a) For first 12 months of contract period : all 15 members: b) For subsequent period: deployment schedule for resources to be deployed in next 6 months will be given 3 months in advance.
9.	Para 4.6 Stage 2 at S. No. 5 (ii) Evaluation criteria and scoring for technical selection: Categorisation of 'Domain'	The Categorisation of domains in such order has to be defined by estimating value for each domain; value of such domains being limited to the cumulative value of order. The allocation considered for each order/domain has to be elaborated in Table T-4 and each domain @ INR 1 crore minimum; total value to be limited to PO value.	The 'categorization of domains' in such order has to be defined by estimating value for each domain; value of such domains being limited to the cumulative value of order. The allocation considered for each order/domain has to be elaborated in Table T-4 and each domain @ INR 1 crore minimum; total value to be limited to PO value. The applicability of domain is to be established by documentary evidence / documentation issued by Authority issuing the Purchase Order, for consideration of the categorization..
10.	Clause no. 5.12.5(a), Deductions:	Purchaser shall be at liberty to deduct such amounts from the invoices raised by the Successful bidder as calculated by application of the provisions for liquidated damages as specified in Section 5.30 and on account of delay in submission of deliverables as stated in Section 5.29.	Purchaser shall be at liberty to deduct such amounts from the invoices raised by the Successful bidder as calculated by application of the provisions for liquidated damages as specified in Section 5.30 and on account of delay in submission of deliverables as stated in Section 5.29. Liquidated damages specified in clause 5.30.1

			will be limited to 10% of the contract value.
	5.30.1 Liquidated damages	<p>If the Successful bidder fails to complete the entire Services before the scheduled completion date or the extended date or if Successful bidder repudiates the Contract before completion of the Work, Purchaser may without prejudice to any other right or remedy available to Purchaser as under the Contract:</p> <p>a) Recover from the successful bidder, as liquidated damages and not by way of penalty, or the Performance Guarantee,</p> <p>AND / OR</p> <p>b) Terminate the contract or a portion or part of the work thereof. Purchaser shall give 30 days' notice to the Successful bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Successful bidder initiates remedial action acceptable to Purchaser.</p>	<p>If the Successful bidder fails to complete the entire Services before the scheduled completion date or the extended date or if Successful bidder repudiates the Contract before completion of the Work, Purchaser may without prejudice to any other right or remedy available to Purchaser as under the Contract:</p> <p>a) Recover from the successful bidder, as liquidated damages and not by way of penalty, or the Performance Guarantee,</p> <p>AND / OR</p> <p>b) Terminate the contract or a portion or part of the work thereof. Purchaser shall give 30 days' notice to the Successful bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Successful bidder initiates remedial action acceptable to Purchaser.</p> <p>Liquidated damages specified above will be limited to 10% of the contract value.</p>
11.	Clause 7.7-(f), Terms of	It is clarified here that the Purchaser shall pay for the deliverables stated in accordance with the	It is clarified here that the Purchaser shall pay for

	Payment	payment schedule specified in section 7.8.	the services stated in accordance with the payment schedule specified in section 4.4 of the RFP.
12.	Clause 7.8 Payment scheduled	Purchaser will make payments to the Successful bidder based on the milestones achieved by the Successful bidder as given in Section 4.4 of the RFP: Before making payments, Purchaser will have the right to verify the quality of the deliverables listed in Chapter 4 of the RFP and its conformity with the requirements set out in Chapter 4.	Purchaser will make payments to the Successful bidder based on the milestones achieved by the Successful bidder as given in Section 4.4 of the RFP. Before making payments, Purchaser will have the right to verify the quality of the deliverables developed by the team of consultants, as mentioned in Chapter 4 of the RFP and its conformity with the requirements set out there in.
13.	5.8.9 (c) Successful bidder's team of the project	The Successful bidder shall be responsible for the deployment, at registered office premises of all its employees required for the execution of the work. All the successful bidder s / employees will work out of the premises / location of NSSH in NCR. Any outstation work requirements will be reimbursed as per provisions by the Purchaser. The Successful bidder s team will maintain office timings and presence as per rules of NSSH and have to be present in NSSH office and adopting bio-metric attendance system. Each consultant shall be equipped with a lap top for working. However facilities for office seating, printing / consumables will be provided by NSSH.	The Successful bidder shall be responsible for the deployment, at registered office premises of all its employees required for the execution of the work. All the successful bidder s / employees will work out of the premises / location of NSSH at NSIC in NCR. Any outstation work requirements will be reimbursed as per provisions by the Purchaser. The Successful bidder s team will maintain office timings and presence as per rules of NSSH and have to be present in NSSH office and adopting bio-metric attendance system. Each consultant shall be equipped with a lap top for working. However facilities for office seating, printing / consumables will be provided by NSSH. Transportation for travel under taken for official work in NCR will be provided / reimbursed as per rules.

14.	3.10.4 Firm Price	The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.	Clause stands deleted.
15.	5.23.2 Liabilities	5.1.1 Successful bidder shall remain liable for any damages due to its gross negligence within the next twelve (12) months after the issuance of the provisional completion certificate of the Contract.	Clause stands deleted.
