

RFP No. W-37/23/2022-IPHW

Subject: RFP for selection of Agency for processing of application and appraisal under M-SIPS floated on 10.10.2022 on Government procurement portal

Issuing Agency: Ministry of Electronics and Information Technology
Pre-bid conference: 28.10.2022

Responses to the Pre-bid Queries

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
1.	Payment Schedule (Section 6, subsection 6.1, page 11)	Completion of all follow-up documentation with applicant or logical closure of the for disbursement of funds. In case of multiphase applications, the amount will be released after disbursement/logical closure of the last follow up application	<p>Request you to kindly clarify on the amount to be released as fee for Amendment application, Follow up application and disbursement fee for an applicant having three phases with a total project cost of Rs. 150 crore as mentioned below</p> <ol style="list-style-type: none">1. Phase I (Already Appraised): Rs. 30 crore: Approved Subsidy is Rs. 5 crore and disbursed subsidy is Rs. 4 crore.2. Phase II (Under Appraisal)- by Current Appraisal Agency: Rs. 90 crore3. Phase III: Rs. 30 crore <p>➤ Kindly confirm the amount to be released for Amendment Request</p>	Please refer to the Annexure 1 for “ Sample Payment Calculations ”

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			<ul style="list-style-type: none"> ➤ As per understanding the disbursement amount will be paid only after third phase has been appraised: Request you to kindly clarify. ➤ If the applicant does not apply for Phase III, we understand that appraisal fee will be received as per Rs. 10 crore to Rs 100 crore slab and disbursement fee will be received as per Rs. 100 crore to Rs 500 crore slab. Kindly clarify if the understanding is correct. 	
2.	Technical Evaluation marks scheme (section 7, subsection 7.1, page 12)	Previous experience of bidder for project appraisal / business proposal appraisal of at least one project of INR 1000 crores investment in India (Bidder has to submit supporting documents in support of project appraisal experience furnished in the bid)	We understand the projects required are for electronics/ allied sector. Request you to kindly confirm if the understanding is correct.	Experience in electronics/ allied sector will be preferred
3.	Technical Evaluation marks scheme (section 7, subsection 7.1, page 12)	Project appraisal cost \geq Rs.500 Crore and $<$ Rs.1000 Crore	Request you to kindly confirm if full marks will be provided for projects appraised with a value of $>$ Rs. 1000 crore put under the slab for project appraised with a value of \geq Rs.500 Crore and $<$ Rs.1000 Crore.	The projects with value of $>$ Rs. 1000 crore may be considered for the category of \geq Rs.500 Crore and $<$ Rs.1000 Crore. Nevertheless, the same project should not be repeated in multiple categories.

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			Request you to also confirm if the project appraisal cost corresponds to total cost of the phases appraised (till date), if an application has been appraised in different phases or the project cost of the application.	The project appraisal cost corresponds to total cost of the phases appraised (till date).
4.	Approach & Methodology (section 7, subsection 7.1, page 12)	Presentation (8 marks)	Request you to kindly confirm if the presentation has to be submitted with the technical proposal or the same has to be presented to MeitY at a later date.	Presentation may be provided to MeitY with the bid submission document in hard copy. Later, bidders will be asked to give presentation to committee separately if required.
5.	Quality and competence of Team Leader (TL) and 3 Key Personnel (KP) to be deployed as part of appraisal team. (section 7, subsection 7.1, page 12)	5 years minimum experience for each KP, out of which minimum 3 years' experience should be project appraisal in Electronics/IT	Request you to kindly relax the criteria for KP as mentioned below: "3 years minimum experience for each KP, out of which minimum 6 months experience should be project appraisal in Electronics/IT"	As per the RFP
6.	Bid Evaluation and Award of work (section 7, subsection 7.3, page 14)	L1 bidder will be given 50 % applications (approximately), L2 bidder will be given 30% applications (approximately) and L3 bidder will be given 20% applications (approximately). Before awarding the applications to L2 and L3 bidders, L2 and L3 bidders have to match the bid price quoted by L1.	Request you to kindly confirm the percentage allocation of applications if bids are received only from two bidders or two bidders are found eligible in the bid.	if such situation arises, MeitY will take decision internally and inform to bidders accordingly.

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7.	Submission of Bid (section 8, subsection X, page 18)	The hardcopies and softcopy of the technical proposal should be in a single sealed envelope, clearly marked as "Technical Proposal – Selection of agency for Application Processing and Appraisal under M-SIPS".	Request you to kindly confirm if the technical proposal is needed in a pen drive or can the same be also shared over an email on the last day of the submission of the bid in a password protected pdf.	Softcopy of the technical proposal should be submitted in a pen drive along with the hardcopy.
8.	Documents comprising the bid (section 8, subsection Xii, page 19)	A power of attorney by the CEO or competent authority authorizing the Bidder to sign / execute the proposal as a binding document and also execute all relevant agreements forming part of RFP	Request you to kindly consider Board Resolution also to confirm the Authorization of the signing authority.	The power of attorney submitted by the bidder should be backed by a legal document such as Board resolution.
9.	Documents comprising the bid (section 8, subsection Xii, page 19)	Earnest Money Deposit (EMD) amount in the form of a Bank Guarantee	Request you to kindly confirm if EMD is needed in the form of DD or a Bank Guarantee.	Earnest Money Deposit (EMD) can be in the form of a Bank Guarantee or a Demand Draft. EMD must be in favour of "Pay and Accounts Officer, Ministry of Electronics and Information Technology, Gol", payable at Delhi Further, conditions mentioned in section 8, subsection (ix) clause (d) must be included in the EMD
10.	Performance bank guarantee (section 8, subsection XVI, page 21)	Within 15 days of the selected firms being intimated about their selection they are to submit a Performance Bank Guarantee of Rs 50 lakhs (3% or 5% of total amount with minimum) in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG)	Request you to kindly confirm the basis of calculation of total amount for the performance bank guarantee.	Bank Guarantee of Rs. 50 lakhs may be provided

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11.	General Terms & Conditions (section 9, subsection XV, page 25)	Confidentiality Clause	Request you to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per RFP
12.	Non-Blacklisting (section 9, subsection xvii, page 26)	The bidder has not been blacklisted or declared ineligible for corrupt or fraudulent practices by any central/state Government, Ministry/Department or any other Government organization during the last 5 years as on the date of submission of the Bidders response to this RFP; involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment	Request you to amend the pre-qualification clause regarding backlisting/ debarment as follows: “Entities that are not blacklisted / debarred at the time of the submission of bid are allowed to participate in the tender process.	As per RFP
13.	Cover Letter (Technical) (section 10, subsection 6, page 33)	I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	Request you to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications.	As per the RFP

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14.	Cover Letter (Technical) (section 10, subsection 11, page 33)	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.	We request you to modify the Clause "The bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	As per RFP
15.	Limitation of liability (section 9, subsection xxv, page 31)	The limitation of liability specified in this provision clause shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the sole action of the Consultant to the extent of the Consultant's or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.	We request you to limit consultant's liability to 1X of the total contract value. This is as per GFR, and the guidelines issued by MeitY. Request you to consider following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated	As per RFP

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			savings or benefits or (iii) indirect or consequential loss."	
16.	Last date of submission of the proposal (section 1, subsection 6, page 4)	Last date of submission of the proposal is 2 November 2022	The Client is requested to extend the date of submission of bids by 15 days from the date of clarification of the pre-bid queries. The request is being put forward to ensure that all considerations based on the pre-bid query responses can be inculcated in the bid to be submitted.	The bid submission date has been extended till 14 November, 2022.
17.			previous experience of the bidder for project appraisal should be in Government Sector/ PSU.	As per RFP
18.			Being an MSME , with UAM and we understand MSME's are exempted from EMD submission, can this be waived off?	The exemption is allowed as per GFR (Rule 170). However, MSME has to provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered.
19.			Item 4.5 to 4.10 including team Requirement: As the number of applicants is over 300 and more likely too ,with the work having to be done over 5 years , if more than 3 agencies will be involved.	As per RFP.
20.			Item 4.5 to 4.10 up to 'team requirement'	Please refer clause 4.10 of RFP for team requirement. Further, the bidders should complete the work as per proposed

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				schedule in section 5 and depute the team accordingly with required expertise.
21.			<p>Previous experience of bidder for project appraisal / business proposal appraisal of at least one project of INR 1000 crores investment in India. Whether you can waive off the Minimum of 1 project of Rs 1000 crore Project Appraisal requirement as consultants could have carried out several feasibility studies of lower values too.</p> <p>Ee. Relating to the above, will Feasibility studies for related industry like electrical industry (accessories, switch gear, substation eqpts., Tools and Moulds) with Investment in India too be considered to qualify in the list of projects</p>	As per RFP.
22.			<p>7.2.b: Cost of domestic bids is to be borne by the bidder: Suggest that this may be paid on reimbursement basis per proposal as the Team has to travel to different destinations where units are and the travel, lodging expenses could be at considerable variance between one location and another. Also, same applicant may have multiple locations, and visits may be required for each location. Can this bill alone be</p>	As per RFP.

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			submitted along with Evaluation bill for the unit?	
23.			Also, if the experience of the individual Consultants ' too will qualify for consideration (that is those who have experience of Project appraisals done earlier before joining the consultants' team)	Team member should be employee of the bidder company. Team leader should has worked for at least two years with the bidder.
24.	Develop specific application appraisal Templates & Proposed schedule for completing the assignment (Section 4 & 5, subsection 4.6 and 5, page no 8 & 9)	<p><u>Section 4.6</u> - "The selected bidder would provide complete support to MeitY in preparing and presenting the Appraisal Notes to Appraisal Committees (AC) of MSIPS - The inter-Ministerial Committee Chaired by Secretary, MeitY and subsequently approval of the Competent Authority. Please note that the selected bidder shall be required to develop specific application appraisal templates for both the schemes (based on policy provisions of the Scheme) separately which shall have to be got approved by MeitY before the application appraisal can be undertaken."</p> <p><u>Section 5</u> - "Proposed Schedule for completing the assignment</p>	<p>It is mentioned in this section that the selected bidder shall be required to develop specific application appraisal templates for both the schemes. However, we understand that the tender is only for evaluation of MSIPS schemes.</p> <p>Clarification/ Change It is therefore requested to remove the term "both the schemes" from sections in the RFP.</p>	The RFP is for MSIPS only.

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		Following Table provide a list of milestones and the associated timelines for both the schemes		
25.	Quarterly Progress Report (QPR) (Section 4, subsection 4.8, page no 9)	“The selected bidder will support MeitY upto disbursement of funds to applicant and monitoring and submission of the Quarterly Progress Report (QPR) by applicants including site visit, if required.”	<p>We understand that filling of QPR is the prerogative of applicants.</p> <p>Clarification/ Change In this regard, it is requested to elaborate on the scope related to monitoring & submission of QPR i.e. to list out key responsibility areas (KRAs) or detailed tasks related to submission of QPR by the applicants to be undertaken by selected bidders.</p>	<p>The Consultant will be required to follow up with the applicant for timely submission of the QPRs on the portal.</p> <p>Further to above, consultant must follow up for the QPR till 3-year post disbursement of last incentive.</p> <p>The consultant will be required to submit a monthly report with the list which mentions the names of the applicants that has submitted the QPR and are yet to submit the QPR and reasons for the same.</p>
26.	Details of the applications (Scope of Work) & Bid Evaluation and Award of Work (Section 4 & 7, subsection 4.2 and 7.3, page no 7 & 14)	Award of Work	<p>As per Clause 4.2 there are 143 applications for which all phases have been approved. We understand these 143 applications fall in 2 categories</p> <ol style="list-style-type: none"> 1. Applications Approved and All Disbursements Done 2. Applications Approved but Disbursements are pending <p>Clarification/ Change (i) We understand, Category #1 ‘Applications Approved and All Disbursements Done’ include those applications for which no Award of Work will be done as the applicant has reached the logical closure. Kindly Clarify on this please.</p>	<p>(i) The applications/phases which have been concluded and no further disbursement need to be done, will not be allocated to consultant.</p> <p>(ii) The phases/applications which are approved, and disbursement is yet to be made, such applications will only be allocated if any comments from appraisal consultant is required. In such cases, payment linked to disbursement will be given to the consultants as per the Sample calculations given in “Annexure A”. No additional payment will be given for processing of the amendment request.</p>

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			<p>Clarification/ Change (ii) For Category #2 'Applications Approved but Disbursements are pending' i.e. where disbursements of particular Phase/s (1, 2, 3 or as the case may be) are pending but respective Phase/s are approved, kindly clarify on the following:</p> <ol style="list-style-type: none"> 1. Will there be award of these applications to successful bidders/ consulting agency at the outset of the engagement? <p>If yes, as the Project has already been appraised & approved with 'Processing of Requests by Approved Applicants' post approval as the only Scope of Work remaining, what will be the <u>Payment Schedule</u> and <u>Amount Payable</u> for Payment to successful bidders/ consulting agency?</p>	
27.	Details of the applications (Scope of Work), Payment Schedule, Financial Evaluation & Bid Evaluation and Award of Work (Section 4,	<u>Section 7.3 (d)</u> - L1 bidder will be given 50 % applications (approximately), L2 bidder will be given 30% applications (approximately) and L3 bidder will be given 20% applications (approximately). Before awarding the applications to L2 and L3 bidders, L2 and L3 bidders have to match the bid price quoted by L1.	<p>As per Clause 7.3 (d) L1 bidder will be given 50 % applications (approx.), L2 bidder will be given 30% applications (approx.) and L3 bidder will be given 20% applications (approx.)</p> <p>Some of the appraisal agencies are already empanelled with MeitY for appraisal of applications under m-SIPS and have appraised some applications for one or more Phases. In cases where a particular appraisal agency will be appraising the application or processing</p>	As per RFP

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	6 & 7, subsection 4.2, 6, 7.2 and 7.3, page no 7, 10-11 & 13-14)		<p>request by approved applicants for which the respective agency was the appraiser for approved phases in the past, effort estimate will be lesser.</p> <p>Clarification/ Change It is therefore requested that bidders should be asked to provide separate quotes for Unit cost of Proposal 'Y' for the following categories</p> <ul style="list-style-type: none"> - Applications where respective bidder appraised approved phases in the past <p>Applications where an agency other than the respective bidder appraised approved phases in the past</p>											
28.	Payment schedule (Section 6, subsection 6.1, page no 10)	<table border="1"> <thead> <tr> <th colspan="2">Payment timeline</th> </tr> <tr> <th>Milestone</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Submission of Detailed Appraisal Report</td> <td>30% of P</td> </tr> <tr> <td>Project approval/rejection by Government (competent authority)</td> <td>30% of P</td> </tr> <tr> <td>Completion of all follow-up documentation with applicant or logical closure of</td> <td>Disbursement made* 40% of P</td> </tr> </tbody> </table>	Payment timeline		Milestone	Payment	Submission of Detailed Appraisal Report	30% of P	Project approval/rejection by Government (competent authority)	30% of P	Completion of all follow-up documentation with applicant or logical closure of	Disbursement made* 40% of P	<p>We understand that as per Section 6.1, 40% of the Payment is linked to Disbursement.</p> <p>Clarification/ Change On submission of partial Disbursement Claim by the applicant, we understand that proportionate Payment will be made to the applicant basis calculation vide "Disbursement made * 40% of P" and Disbursement made here is understood to be respective Disbursement Claim Amount Approved for the applicant. Kindly Clarify on this please.</p>	<p>The disbursement linked amount will be paid only after the logical closure of the application.</p>
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		<p>Section 6.2 In the case of multi-phase project, applicable rate will be decided based on cost of the phase for which the complete appraisal is conducted by the bidder. That is the appraisal fee for phase one will be based on cost of phase one and not the entire project cost. The appraisal fee for subsequent phases may be provided, once the follow-up application (next phase application) is also appraised by the same Consultant and if there is a level jump as per the table above (considering first phase cost + subsequent phase cost). On level jump, the remaining investment will be paid to the bidder.</p>	<p>Claim submitted by the applicant</p> <p>2. <u>Application with Multiple Phases Approved by appraising agency for First Phase under appraisal but with no possible level jump in subsequent phases.</u> For instance: Application with Phases remaining for approval as follows Phase 2: INR 150 Cr. Phase 3: INR 100 Cr. <u>Total: INR 250 Cr.</u></p> <p>It is requested to share a sample calculation for Disbursement made of INR 120 Cr. under First Disbursement Claim submitted by the applicant</p>									
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31.	Limitation of Liability (Section 9, subsection 9(XXV), page no 30-31)	<p>“The Parties hereto agree that in case of negligence or wilful misconduct on the Consultant or on the part of any person or firm acting on behalf of the Consultant in the Services, the Consultant, with respect to damage caused to the MeitY’s property liable to the MeitY:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the contract value”</p>	<p>Clarification/ Change It is requested to suitably amend the clause as:</p> <p>“The Consultant or on the part of any person or firm acting on behalf of the Consultant in the Services, the Consultant will not be liable to the MeitY:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the contract value”</p>	As per RFP								
32.	Limitation of Liability (Section 9,	“The limitation of liability specified in this provision clause shall not affect the	<p>Clarification/ Change It is requested to suitably amend the clause as:</p>	As per RFP								

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
	subsection 9(XXV), page no 30-31)	Consultant's liability, if any, for damage to Third Parties caused by the sole action of the Consultant to the extent of the Consultant's or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value."	"The limitation of liability specified in this provision clause shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the sole action of the Consultant to the extent of the Consultant's or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to <u>one (1) time</u> the Agreement Value."	
33.	Confidentiality (Section 9, subsection 9(XV)(e), page no 25)	"The Consultant shall be liable to fully recompense MeitY for any loss of revenue arising from breach of confidentiality. MeitY reserves the right to adopt legal proceedings, civil or criminal, against the Consultant in relation to a dispute arising out of breach of obligation by Consultant under this Clause."	Clarification/ Change It is requested to suitably amend the clause as: "The Consultant shall be liable to fully recompense MeitY for any loss of revenue arising from breach of confidentiality, <u>subject to the limitation of liability specified under Clause 9(xxv) of this Agreement.</u> MeitY reserves the right to adopt legal proceedings, civil or criminal, against the Consultant in relation to a dispute arising out of breach of obligation by Consultant under this Clause."	As per RFP
34.	Confidentiality (Section 9, subsection 9(XV)(f), page no	"The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender."	Clarification/ Change It is requested to suitably amend the clause as:	As per RFP

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
	24)		"The requirements of use and confidentiality set forth herein shall <u>be valid for a period of 3 years from the date of termination of this Agreement.</u> "	
35.	Indemnity (Section 10, annexure IV, page no 38)	"The Consultant agrees to indemnify and hold harmless MeitY, Officers, employees and agents (each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by the Consultant or (ii) the failure by the Consultant to fulfill any agreement, covenant or condition contained in the Agreement, including without limitation the breach of any terms and conditions of the Agreement by any employee or agent of the Consultant or (iii) any claim or proceeding by any third party against MeitY arising out of any act, deed or omission by the Consultant. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial	Clarification/ Change It is requested to remove the said clause as it is part of BG.	As per RFP

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
		<p>position it would have been in had the losses not occurred.</p> <p>Any payment made under the Agreement to an indemnity or claim for breach of any provision of the Agreement shall be net of applicable taxes."</p>		
36.	Confidential Information (Section 10,annexure 5, page no 40)	"In the case of Confidential Information that is disclosed orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential ("Confidential Information")."	<p>Clarification/ Change It is requested to insert the definition of "Confidential Information" as below:</p> <p>"Confidential Information means and includes any information disclosed by the Disclosing Party to the Receiving Party in relation to [specify purpose], whether in writing, orally, or by visual representation, and which ought reasonably to be treated as confidential."</p>	As per RFP
37.	Confidential Information (Section 10,annexure-5, page no 41)	"All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such	<p>Clarification/ Change It is requested to suitably amend the clause as:</p>	As per RFP

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
		information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.”	"All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient’s determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements <u>and for the retention of professional records.</u> "	
38.	Solicitation of employees (Section 10,annexure-5, page no 41)	“The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.”	<u>Clarification/ Change</u> It is requested to remove the said clause.	As per RFP
39.	Arbitration and Conciliation (Section 10,annexure-5, page no 41)	“Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.”	<u>Clarification/ Change</u> It is requested to remove the said clause.	As per RFP
40.	Dispute resolution (Section 10,annexure-5, page no 41)	“The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this Agreement.”	<u>Clarification/ Change</u> It is requested to suitably amend the clause as: "The Parties agree that the laws of India, other than its conflict of laws	As per RFP

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
			provisions, shall apply in any dispute arising out of this Agreement <u>and shall be subject to the exclusive jurisdiction of the courts at New Delhi.</u> "	
41.	-	Reports	<p><u>Clarification/ Change</u> It is requested to insert the following clause:</p> <p>"Any information, advice, recommendations or other content of any reports, presentations or other communications Consultant provide under this Agreement ("Reports"), other than Client Information, are for MeitY's internal use only (consistent with the purpose of the particular Services) including MeitY's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. MeitY may not rely on any draft Report and consultant shall not be required to update its Final Report."</p>	As per RFP
42.	-	Termination	<p><u>Clarification/ Change</u> It is requested to insert the following clause:</p> <p>"The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to</p>	As per RFP

Query of Bidders				MeitY Responses
S. No.	Details	RFP clause on which clarification is required	Clarification Required	
			MeitY if Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.”	
43.			Define “Logical Closure” for further clarity as Payments to Appraisal Agencies will depend on “Logical Closure” which will impact the Financial Quote of the bidders	Application is logically closed when it is confirmed that there will be no further disbursement of incentives to the applicant.

Annexure 1

Sample Payment Calculations: For instance, if an application has 4 phases with proposed investment as given below:

- Phase-I - Rs 30 crores (Approved) – only appraisal related payment of Rs 3.5 lakh is made to previous consultant.
- Phase-II - Rs 50 crores (under appraisal)
- Phase-III - Rs 40 crores (yet to be received)
- Phase IV - Rs. 80 crores (yet to be received)

Situation 1: - If the phase-I of the application was appraised by Consultant 'A' and post bid if the said application is again allocated to the same consultant, in such cases the calculation would be as given below:

Table-01: If MeitY requires comments of Appraisal Consultant on Phase-I (Already approved phase)

	Proposed Investment (Rs cr)	Payment slab	Payment already made for Appraisal	Payment to be made for Appraisal	Payment to be made for disbursement
Phase-I	30	Y/5	Rs 3.50 lakh	-	40% of Y/5 or Y/5- Rs 3.50 lakh whichever is lower (let's assume this value to be X)
Phase-II	50	Y/5	-	$((Y/5*0.6)-Rs\ 3.50\ lakh)$ (let's assume this value to be Z)	$((Y/5)*0.4)-X^*$
Phase-III	40	Y/2	-	$((Y/2)*0.6) - Z$	$((Y/2)*0.4)-X^{**}$
Phase IV	80	Y/2	-	-	$((Y/2)*0.4)-X$

*** Payment will be done only in case where application for Phase III and Phase IV would not receive, and the logical closure of the application would happen**

**** Payment will be done only in case where application for Phase IV would not receive, and the logical closure of the application would happen**

Table 02: If MeitY does not require comments of Consultant on Phase-I (Already approved phase)

	Proposed Investment (Rs cr)	Payment slab	Payment already made for Appraisal	Payment to be made for Appraisal	Payment to be made for disbursement
Phase-I	30	Y/5	Rs 3.50 lakh	-	-
Phase-II	50	Y/5	-	$((Y/5*0.6)-Rs\ 3.50\ lakh)$ (let's assume this value to be Z)	$((Y/5)*0.4)^*$
Phase-III	40	Y/2	-	$((Y/2)*0.6)-Z$	$((Y/2)*0.4)^{**}$
Phase IV	80	Y/2	-	-	$((Y/2)*0.4)$

*** Payment will be done only in case where application for Phase III and Phase IV would not receive, and the logical closure of the application would happen**

**** Payment will be done only in case where application for Phase IV would not receive, and the logical closure of the application would happen**

Situation 2: - If the phase-I of the application was appraised by Consultant 'A' and the application is allocated to the consultant 'B', the calculations would be as follows:

Table-03: If MeitY requires comments of Appraisal Consultant on Phase-I (Already approved phase)

	Proposed Investment (Rs cr)	Payment slab	Payment already made for Appraisal	Payment to be made for Appraisal	Payment to be made for disbursement
Phase-I	30	Y/5	Rs 3.50 lakh	-	40% of Y/5 or Y/5- Rs 3.50 lakh whichever is lower (let assume this value to be X)
Phase-II	50	Y/5	-	60% of Y/5	(40% of Y/5)-X*
Phase-III	40	Y/5	-	-	(40% of Y/5)-X**
Phase IV	80	Y/2	-	$((Y/2)*0.6) - ((Y/5)*0.6)$	$((Y/2)*0.4)-X$

*** Payment will be done only in case where application for Phase III and Phase IV would not receive, and the logical closure of the application would happen**

**** Payment will be done only in case where application for Phase IV would not receive, and the logical closure of the application would happen**

Table-04: If MeitY does not require comments of Appraisal Consultant on Phase-I (Already approved phase)

	Proposed Investment (Rs cr)	Payment slab	Payment already made for Appraisal	Payment to be made for Appraisal	Payment to be made for disbursement
Phase-I	30	Y/5	Rs 3.50 lakh	-	-
Phase-II	50	Y/5	-	60% of Y/5	(40% of Y/5)*
Phase-III	40	Y/5	-	-	$((Y/5)*0.4)**$
Phase IV	80	Y/2	-	$((Y/2)*0.6) - ((Y/5)*0.6)$	$((Y/2)*0.4)$

*** Payment will be done only in case where application for Phase III and Phase IV would not receive, and the logical closure of the application would happen**

**** Payment will be done only in case where application for Phase IV would not receive, and the logical closure of the application would happen**

Note: - In case where MeitY require comments of Appraisal Consultants on already appraised Phase, payment will be made as per the calculations given above. If the calculated amount happens to be arrived in negative numbers, then that value will be considered as "Zero"