

Sl.no.	Clause No.	Query	Response
NDAP PMU: Response to Queries of Bidders			
1	5.3, Schedule 2	It is requested to modify the clause as Change in Applicable Law: If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the PMC in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the PMC under this Agreement shall be increased or decreased accordingly by prior written agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.	Please refer to RFP. No change is contemplated.
2	Schedule-1, 3.1.3	Request: A cap on the maximum number of eligible assignments would be good to have in order to have all the bidders on the same parity. Alternatively, we suggest a minimum number of eligible assignments could be indicated, for which the full 30% marks are awarded.	Please refer to RFP. No change is contemplated.
3	Schedule-1, 3.1.3	Request breakdown / rubric / proportion of how the 70% marks will be awarded for the three criteria.	Please refer to RFP. No change is contemplated

4	Schedule-1, 3.1.3	<p>Number of eligible assignments may not be really important for the Key Personnel. It is the overall experience, knowledge of the subject, comparative size and Quality of Eligible Assignments where the candidate was involved which makes it a stronger profile to carry on the activitier as layed down in the RFP. Kindly re-look at the clause from this perspective.</p> <p>Alternatively, we suggest a minimum number of eligible assignments could be indicated, for which the full 30% marks are awarded.</p>	Please refer to RFP. No change is contemplated
5	Schedule-1, 3.1.3	We request you to kindly modify this clause to make it more objective in terms of marking. The current marking criteria has a very subjective marking scheme.	Please refer to RFP. No change is contemplated
6	3.1.4	We request you to make this clause more objective. As a minimum, we request you to modify the clause as per below: While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of	Please refer to RFP. No change is contemplated

		illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 1 (One), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered	
7	Schedule 1 - 2.2.2 (D), Schedule 2 - 7.1	Request you to please make the correction in 2.2.2.D so that the RFP becomes more congruent across sections; Public Administration qualification addition will help expand the resource pool to hire from greater qualification range	Please refer to Addendum 1.
8	Schedule 1 - 2.2.2 (D), Schedule 2 - 7.1	<ul style="list-style-type: none"> • The resources their time to be devoted is listed at two places as mentioned here in column 3. There is a mismatch in both the sections: • Page 63 - Experience for Project Management Lead - 2 to 3 years, whereas on page 12 the experience asked for is 5 plus years for Program Management Consultant 1 and 2, and no role for Project Management lead is defined. Requesting to make it consistent for similar profiles throughout. • There is also a discrepancy in number of workdays committed for resources. On page 63 for Project Director, it is 22 man-days a month whereas on page 6 it is 15 man-days per month. This should be consistent. Also, it is suggested that 	Please refer to Addendum 1.

		for project director commitment of 15 man days per month is more realistic.	
9	Schedule 1 - 2.2.2 (A)	We request you to kindly modify the clause as per below: Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 1 (one) Eligible Assignments as specified in Clause 3.1.6.	Please refer to RFP. No change is contemplated
10	Schedule 1 - 2.2.2 (D)	We request you to kindly modify this clause as: MBA/Advanced degree in public policy/ economics/ B.Tech or equivalent experience	Please refer to RFP. No change is contemplated
11	Schedule 1 - 2.2.2 (D)	We request you to kindly modify this clause as: Advanced degree (Masters or higher) in economics / statistics / data or computer Science/ B.Tech	Please refer to RFP. No change is contemplated
12	Schedule 1 - 2.2.2 (D)	We request you to kindly modify this clause as: Advanced degree (Masters or higher) in economics / statistics / data or computer or B.Tech	Please refer to RFP. No change is contemplated
13	Schedule 1 - 2.2.2 (D)	We request you to kindly modify this clause as: Advanced degree (Masters or higher) in economics / statistics / data or computer Science or B.Tech	Please refer to RFP. No change is contemplated
14	Schedule 1 - 2.2.2 (D)	We request you to kindly modify this clause as: Advanced degree (Masters or higher) in computer science/ B.Tech or equivalent	Please refer to RFP. No change is contemplated
15	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	There seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for Project Director and Team Leader. Request clarifications: a) how many days should they work - 15 or 22 days per	Please refer to Addendum 1.

		month? b) will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	
16	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Project Management Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
17	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For User Engagement Team Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
18	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Usability Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
19	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Technology Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: please clarify expected deployment in days and duration.	Please refer to Addendum 1.
20	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Project Management Consultant 1, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.

21	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Data Oversight and Quality, Research Associate I, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
22	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Data Oversight and Quality, Research Associate II, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarification: will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
23	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For User Engagement Team, Consultant I & II, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarifications: a) how many days are they expected to work per month? b) will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
24	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Grievance Redressal Consultant, there seems to be a conflict in section 2.1.4 and 7.1 in terms of deployment timelines for this profile. Request clarifications: a) how many days are they expected to work per month? b) will they work till KD11 Q4 or till the end of KD11 (completion of 260 weeks)?	Please refer to Addendum 1.
25	Schedule 1 - 2.2.2 (D),	For Data Oversight and Quality: Research Associate II, there seems to be a conflict in section 2.2.2 and 7.1 in terms of deployment timelines for this profile.	Please refer to Addendum 1.

	Schedule 2 - 7.1	Request clarification: which one to consider?	
26	Schedule 1 - 2.2.2 (D), Schedule 2 - 7.1	For Project Management Team, Consultant I, there seems to be a conflict in section 2.2.2 and 7.1 in terms of experience for this profile. Request clarification: which one to consider?	Please refer to Addendum 1.
27	Schedule 1 - 2.2.2 (D), Schedule 2 - 7.1	For Project Management Team, Consultant 2, there seems to be a conflict in section 2.2.2 and 7.1 in terms of experience for this profile. Request clarification: which one to consider?	Please refer to Addendum 1.
28	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For User Engagement Team, Lead, there seems to be a conflict in section 2.2.2 and 7.1 in terms of experience for this profile. Request clarification: which one to consider?	Please refer to Addendum 1.
29	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Usability Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of experience for this profile. Request clarification: which one to consider?	Please refer to Addendum 1.
30	Schedule 1 - 2.1.4 (D), Schedule 2 - 7.1	For Technology Lead, there seems to be a conflict in section 2.1.4 and 7.1 in terms of experience for this profile. Request clarification: which one to consider?	Please refer to Addendum 1.

31	Schedule 1 - 2.2.2 (D)	Minimum total experience of the Project director could be considered for 10/12 years. It will help us have a larger pool of resource to consider from for a critical position	Please refer to RFP. No change is contemplated
32	Schedule 1 - 3.1.3 (c)	On page 21 there is an education qualification elaborated for the Resources, Here Project Management Lead is not elaborated. Kindly define.	Please refer to Addendum 1.
33	Schedule 2 - 7.1	For Project Director and Team Leader, the KD details states operations will continue till 260 weeks. Request it be stated that the project director continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
34	Schedule 2 - 7.1	For Project management Lead, the KD details states operations will continue till 260 weeks. Request it be stated that the project management lead continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
35	Schedule 2 - 7.1	For Data Oversight and Quality Lead, Request clarification: does it mean that the Data Oversight and Quality lead will serve the project till the end of 260 weeks or till the end of 68 weeks?	Please refer to Addendum 1.
36	Schedule 2 - 7.1	The KD details states operations will continue till 260 weeks. Request it be stated that the User Engagement Team Lead continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
37	Schedule 2 - 7.1	The KD details states operations will continue till 260 weeks. Request it be stated that the Usability Lead continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
38	Schedule 2 - 7.1	The KD details states operations will continue till 260 weeks. Request it be stated that the Technical Tools' Team	Please refer to Addendum 1.

		Lead continue till the end of 260 weeks to ensure best results.	
39	Schedule 2 - 7.1	For Project Management Team, Consultant 1, The KD details states operations will continue till 260 weeks. Request it be stated that the personnel continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
40	Schedule 2 - 7.1	For Data Oversight and Quality: Research Associate 1, the KD details states operations will continue till 260 weeks. Request it be stated that the personnel continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
41	Schedule 2 - 7.1	For Data Oversight and Quality: Research Associate II, the KD details states operations will continue till 260 weeks. Request it be stated that the personnel continue till the end of 260 weeks to ensure best results.	. Please refer to Addendum 1.
42	Schedule 2 - 7.1	For User Engagement Team: Consultant I&II, the KD details states operations will continue till 260 weeks. Request it be stated that the personnel continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
43	Schedule 2 - 7.1	For Grievance Redressal Consultant, the KD details states operations will continue till 260 weeks. Request it be stated that the personnel continue till the end of 260 weeks to ensure best results.	Please refer to Addendum 1.
44	Schedule 1 - 3.1.6	These conditions will primarily be as self-declaration as client certificates/ contract copies will not have such specific details. Further getting these details ex post is a challenge due to high possibility of transfers of Govt clients. It is suggested that self-certification with client	Please refer to Addendum 2.

		reference can be given which may be verified independently by NITI. Alternatively, definition may also be simplified.	
45	Schedule 1 - 3.1.6	How to substantiate the 1 TB+ datasets Observation: Most of the public analytical platforms run into petabytes of datasets. However, the provision of documentary proof is not feasible.	Please refer to Addendum 2.
46	Schedule 1 - 3.1.6	Are 1 million active users for unique users or total count on the platform? Observation: Most of the public analytical platforms are utilized by masses. However, the provision of documentary proof is not feasible, the real-time screenshot can be provided.	Please refer to Addendum 1.
47	Schedule 1 - 3.1.6	Typically production ready technology platform belongs to the OEMs. Observation: Request you to kindly allow PMU for developing a technology platform for over 1 million active users.	Please refer to RFP. No change is contemplated.
48	Schedule 1 - 3.1.6	We request you to modify the clause as per below: Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy/service assignments in respect of the following projects shall be deemed as eligible assignments (the “Eligible Assignments”): (i) Assignment involving collecting and/or analyzing large scale datasets (1 TB+) for a Central or a State Government ministry/agency or an International organization like World Bank, Asian Development	(i) Please refer to Addendum 2. (ii) Please refer to Addendum 1.

		<p>Bank and United Nations.</p> <p>(ii) Assignment involving developing a production ready technology platform for over 1 million active users.</p> <p>(iii) Assignment involving setting up and managing project management units, managing customer feedback, outreach activities such as training, workshops, seminars, for a technology project, preferably under a Central or a State Government ministry/agency.</p> <p>(iv) Assignment involving extraction of unstructured and semi-structured data and its processing into machine readable formats with semantic classification of data points into a common schema</p>	
49	Schedule 1 - 3.1.6	<p>We request you to modify the clause as per below: Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 2 crore (Rupees two crore) for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed or in process of completing the relevant assignment prior to PDD.</p>	Please refer to RFP. No change is contemplated
50	Schedule-1, Terms of Reference for Project Management	<ul style="list-style-type: none"> • The language suggests that PMC can work out of their office in NCR and not required to work out of Authorities office location? • It is suggested that given the scope of work some of the personnel of PMC should be full time deployed at NITI for enhanced coordination with other Ministries. 	Please refer to RFP. No change in contemplated.

	Consultant, 7.2		
51	Schedule I - E) 2.27, Schedule 2 - 3.14	Request to add the below clause in Terms and Conditions: “The Client (and any others for whom Services are provided) shall not recover from the firm, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Please refer to RFP. No change is contemplated.
52	Schedule 2 - 3.5.1	<ul style="list-style-type: none"> • Insurance amount is for group or individuals? • This appears to be more suitable for procurement related program. • Also, Personnel are covered by Firms for both Health and Life insurance 	<p>(1) Please refer to RFP. No change in contemplated.</p> <p>(2) Please refer to RFP. No change in contemplated.</p>
53	Schedule 1 - 2.1.4	<ul style="list-style-type: none"> • The language of the clause leaves scope for ambiguity and nomenclature in the RFP does not match • RFP proposes a total of 12-member team (6+5). • The evaluation will be done on 6 key personnel mentioned on page 6/16. The additional 5 have also been referred to as key Personnel. • It is suggested that the clause 2.1.4 be retitled as ‘Professional Personnel’ • The Six profiles to be evaluated be referred to as ‘Key Personnel’ • The other 5 profiles which will not be evaluated be referred to as ‘Other Personnel’ 	Please refer to RFP. No change is contemplated

		<ul style="list-style-type: none"> This shall imply that the total team, i.e., 6 key personnel and 5 other personnel form the total team which will be titled Professional Personnel 	
54	Schedule 2 - 7.2	<p>Suggestion: Request to reduce the deemed liquidated damages from 25% to 10% as per the industry norms.</p>	Please refer to RFP. No change is contemplated.
55	Schedule 2 - 7.2	<ul style="list-style-type: none"> High LD capping (7.2.1) of 25% of agreement value for error, additional 10% for delay, and invoking of performance security (7.2.3) without notice to PMC are deterrent clauses which may take exception approvals internally by firm. These may be relooked. 	Please refer to RFP. No change is contemplated.
56	Schedule 2 - 7.1	Request you to kindly delete this clause, since performance security equal to the 3% contract value is being taken as part of the project.	Please refer to Addendum 2.
57	Schedule 2 - 7.1	We request you to modify the clause as per below: Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the PMC and such error or variation is the result of negligence or lack of due diligence on the part of the PMC, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the PMC by way of deemed liquidated damages, subject to a maximum of 10% (Ten per cent) of the Agreement Value.	Please refer to RFP. No change is contemplated.

58	General	Please confirm if the Bidder can be a consortium. If yes, kindly confirm the number of members allowed in the consortium.	Please refer to RFP. No change is contemplated
59	Schedule 2, Form of Agreement, 7.3	<ul style="list-style-type: none"> • Pg (116/ 126) clause 2.1 provides SLA for Consultant (SI) which is largely Infrastructure based- Application Availability, Backup Success, System Response, Software Service, Disaster Recovery • Since the work of the proposed PMC is clearly not software development the above SLAs cannot be replicated for them as it will create ambiguity and promote lack of accountability for both the consultant (SI) and the proposed PMC • Furthermore, PMC should not be made liable for work not done by other parties. 	Please refer to RFP. No change is contemplated
60	Schedule 2 - 4.7	<ul style="list-style-type: none"> • Annexure 4 is a form which appears to be for submission by firm to NITI for approval of sub-contractors • Language can be clearer if this is ex ante or ex post 	Please refer to RFP. No change in contemplated.
61	Schedule 2 - 4.7	Please confirm if the subcontractors are allowed for delivering the scope of work. If yes, kindly confirm the conditions associated with the subcontracting.	Please refer to RFP. No change is contemplated
62	General	We request you to kindly add below mentioned criteria to the bid document: In case of a parent-child company, a wholly owned subsidiary can use credentials of parent company provided necessary proof of the parent child relationships is provided	Please refer to RFP. No change is contemplated.

63	Schedule I - E) 2.26.	please given it is a 5 year project for more relaxation in this clause is requested.	Please refer to RFP. No change is contemplated
64	Schedule I - E) 2.26.3.	As the project tenure spans more than 5 years, clarify this clause in terms of workability.	Please refer to RFP. No change is contemplated
65	Schedule 2, Form of Agreement, 4.4)	While it is agreed that there must be a deterrent to frequent resource substitution the massive reduction of remuneration may limits the ability to provide the best services at any given time even for the reasons beyond a Firm's control	Please refer to RFP. No change is contemplated
66	Schedule 2, Form of Agreement, 4.4)	Please modify this clause to The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 15% (fifteen per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the PMC. In the case of a second or third substitution hereunder, RFP for Project Management Consultant for NDAP Project such deduction shall be 30% (thirty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the	Please refer to RFP. No change is contemplated

		Applicant or termination of the Agreement. Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.	
67	Schedule I - E) 2.26.3.	Request removal of penalty in case of resignations of key personnel from the company; and allow for substitution with equally qualified and experienced personnel or better. We would further request for allowing a rotation of resources every two years with a 1 month Knowledge Transfer period. This request is in line with the Industry's rotation policies for their resources.	Please refer to RFP. No change is contemplated
68	Schedule I - E) 2.26.3.	Request that substitution with equally qualified and experienced personnel or better be allowed in case of resignations of project director and team leader from the company. We would further request for allowing a rotation of resources every two years with a 1 month Knowledge Transfer period. This request is in line with the Industry's rotation policies for their resources.	Please refer to RFP. No change is contemplated
69	Schedule I - 1.2	Request to clarify the exact tenure of the project.	Please refer to Addendum 2.
70	Schedule-1, Terms of Reference	A. Appendix does not carry the stated contract. B. Current status of NDAP project development by OTIS. While putting in this appendix as a part of the RFP is a	Please refer to Addendum 2.

	for Project Management Consultant, Clause 3.1	great idea as it facilitates the proposed PMC to understand without ambiguity the difference between their work and the work of OTSI, the same is mentioned but missing from the RFP. For instance, without the OTSI contract there could be multiple questions clarifying OTSI and PMC responsibility like S.No. 2, 3 of this document.	
71	Schedule 1 - 2.2 iii)	Is the PMC required to do platform development? Please elaborate	Please refer to RFP. No change in contemplated.
72	Schedule 1 - 2.2 iii)	This again leaves ambiguity in the role of PMC and SI. It should be clear that updation through the platform features for example API's, web crawlers etc. are SI responsibility while coordination and facilitation of data gathering across Ministries is the PMC responsibility.	Please refer to RFP. No change in contemplated.
73	Schedule-1, Terms of Reference for Project Management Consultant, Clause 5	PMC is expected to ensure the NDAP is developed with the standards and features outlined in the NDAP Contract. It should be noted that there is a dependence for PMC on SI delivery. What should be the timeline or SLA to the SI when PMC has given the comments regarding completion of a deliverable? PMC Schedule is aligned with the key deliverables. will the Consultant (SI) accommodate the PMC timelines?	Please refer to RFP. No change in contemplated.
74	Schedule-1, Terms of Reference for Project Management	Define TAG	Please refer to Addendum 2.

	Consultant, Clause 2.2		
75	Schedule-1, Terms of Reference for Project Management Consultant, Clause 2.2	The PMC can suggest the metrics and KPIs. It should be clarified that the PMC does not need to do software maintenance/ development but support the running of the developed dashboard. This should also be the case with incorporation of additional metrics to the dashboard- FRS by PMC and development by SI.	Please refer to RFP. No change in contemplated.
76	Schedule 1 - 2.2 iii)	Request further details: What do you expect as a community forum? Is there an existing government portal where this community forum is expected to be created and managed? Or is the PMC required to create an online portal, or use existing public channels like Facebook, LinkedIn or something similar?	Please refer to Addendum 1.
77	Schedule 1 - 2.2 iii)	Request further details: what is the nature of content (text, images, videos)? What is the quantum of content to be produced?	Please refer to RFP. No change in contemplated.
78	Schedule 1 - 5.1	Request confirmation: We understand that the project has currently completed 38 weeks of work effort, and that the PMC will be required for the remaining duration of 222 weeks (260 weeks - 38 weeks = 222 weeks). Is the above understanding correct? If not, please provide the exact duration for which resources are required and the respective resource deployment.	Please refer to RFP. No change in contemplated.

79	Schedule 1 - 5.3	<p>Section 5.1 states the following: TIME AND PAYMENT SCHEDULE: It may be noted that the Consultant has completed its deliverables till KD05 in under the schedule set out below.</p> <p>Request clarifications:</p> <p>a) What is the exact duration for which the PMC team is being hired in light of clause 5.1?. As per clause 1.2, The total tenure of the Consultancy shall be 5 (five) years, extendable by 2 (two) years based on mutual agreement.</p> <p>b) Given the above, the payment calculation may need to be tweaked to provide a better financial clarity.</p> <p>c) Assuming the PMC deployment is for 20 Quarters, $20 \text{ quarters} \times 4.5\% = 90\%$ $+ 4.5\% \text{ on completion}$ Total = 94.5% Request clarification on payment schedule for the remaining 5.5%.</p>	(a) Please refer to Addendum 2. (b) Please refer to Addendum 2 (c) Please refer to Addendum 2.
80	Schedule 2 - Annex 6 - Payment Schedule	Given payment terms are amounting to the 90% of the contract value for 20 quarters. Kindly confirm how the final 10% payment will be disbursed to the PMU.	Please refer to Addendum 2.
81	Schedule I - 1.9	Defined scope of this visit in terms of systems and data.	Please refer to RFP. No change is contemplated

82	2.14.2	Request to relax this provision	Please refer to RFP. No change is contemplated.
83	1.11.2	How much is the EMD (Earnest Minimum Deposit) value for the contract?	Please refer to Addendum 2.
84	2.2.2, 7.1	Discrepancy between clauses	Please refer to Addendum 1.
85	Corrigendum - S. No. 3, RFP - 2.2.2 (D)	Work experience for Project Management Lead is more than work experience for Project Management: Consultant	Please refer to Addendum 2.
86	7.1	Do all personnel have to be engaged for the same duration?	Please refer to RFP. No change is contemplated.
87	3.1.6	To be revised for more clarity - in relation to query no. 5, allowing any project management projects to be considered will allow for a large/disproportionate number of assignments to be submitted by the bidder.	Please refer to RFP. No change is contemplated.
88	2.2.2 (A)	Is the applicant allowed to submit eligible assignments that they have completed at a different firm?	Please refer to RFP. No change is contemplated.
89	2.2.2 (A)	Can the range for the number of eligible assignments increased to the past 10 years?	Please refer to RFP. No change is contemplated.
90	3.1.3 - 2.	Can the weightage for the proposed methodology and workplan be increased from 10% to 20%?	Please refer to RFP. No change is contemplated.
91	General	Request to share OTSi contract	Please refer to Addendum 2.
92	General	Request for 2 weeks of extension for contract submission	Please refer to Addendum 2.
93	General	Requesting meeting with tech vendor + PMU for fact-finding	Needful done
94	Schedule 2 - 3.1.3	Can PMU payment not be contingent on SI SLA and deliverables?	Please refer to RFP. No change is contemplated.

95		Are consortiums allowed to bid? Can Key Personnel come through multiple partners?	Please refer to RFP. No change is contemplated.
96	2.2.2(D)	Requested reduction in work experience requirement for Project Director & Team Leader	Please refer to RFP. No change is contemplated.
97	2.21.2 and 7.1	Performance Security amount listed as 3% and 5% in two different places	Please refer to Addendum 2.
98	2.2.2(D)	Please confirm the number of person days / month deployment of each of the resources stated in this table remain intact.	Please refer to RFP. No change is contemplated.
99	3.1.3	Please allow "Self Declaration" of meeting the eligible assignment criteria by the Authorized Representative of the bidding firm. Rationale: The details asked for in the criteria are not stated either in the RFP, Contract or Completion letter by clients in India/abroad.	Please refer to RFP. No change is contemplated.
100	3.14, 2.27	Request to add the below clause in Terms and Conditions: "The Client (and any others for whom Services are provided) shall not recover from the firm, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Please refer to RFP. No change is contemplated.

101	9.2	<p>Replacement Request:</p> <p>“Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</p> <p>a. First to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and</p> <p>b. Failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of EY (together the “Senior Service Managers”) who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the “Senior Service Managers’ Meeting”). The joint written decision of those Senior Service Managers shall be binding on the Parties.”</p>	Please refer to RFP. No change is contemplated.
102	2.7	<p>Addition Request:</p> <p>“(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where EY Personnel are required to be in present at Client’s premises, EY will use reasonable efforts to</p>	Please refer to RFP. No change is contemplated.

		<p>provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.”</p>	
103	2.9.2	<p>Addition Request: “EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.</p> <p>EY shall inform the client in as much advance as possible, of any development/ expected development that may lead to such an eventuality and on such an intimation by EY, both the parties shall develop a mutually acceptable resolution plan including a transition plan in accordance with the timelines and probability of occurrence of such an eventuality.”</p>	Please refer to RFP. No change is contemplated.

104	3.6	<p>Submission:</p> <p>We can 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, without granting access to the EY Firm’s premises.</p>	Please refer to RFP. No change is contemplated.
105	2.10	<p>Addition Request:</p> <p>“EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.”</p>	Please refer to RFP. No change is contemplated.
106	3.3	<p>Addition Request:</p> <p>“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,</p>	Please refer to RFP. No change is contemplated.

		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 1 year from the date of termination of this Agreement.”	
107	3.4	Replacement Request for 3.4.3(i): “for 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.”	Please refer to RFP. No change is contemplated.