

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
1.	Section 1.2	<p>The RFP documents can be downloaded from the website http://eprocure.gov.in/eprocure/ap and website of DPE (www.dpe.gov.in). The technical and financial bids, in prescribed formats and other documents as per the RFP should be submitted on the CPP portal website i.e., http://eprocure.gov.in/cppp. The instructions regarding online bid submission may be seen at Central Public Procurement portal for obtaining guidance to submit online bids. The last date of submission of bid w.r.t. RFP is 9th July, 2020 (Thursday) by 5:30 PM.</p>	<p>CRISIL: - Request date of final submission be shifted from 9th July 2020 to 3 weeks from date of comprehensive online clarification received, for all bidder queries</p> <p>Deloitte: We will request the last date to be extended by two weeks from the date the response to bidder queries are published.</p> <p>Resurgent India: We request that in view of the current lockdown situation please grant at least 3 (Three) weeks extension from the date of pre-bid reply. Please confirm.</p> <p>Capital Fortunes: -In view of the COVID situation in India we hereby request you to consider extension for submission of the bid by at least 2 weeks.</p>	<p>On consideration of the requests submitted by the firms and amendment in the important clauses of the RFP. The last date of submission of bid w.r.t. RFP is extended to 17th August, 2020 (Monday) by 5:00 PM</p>
2.	Section 1 Point 3	<p>The pre-bid conference would be held on 22nd June, 2020 (Monday) at 3:00 PM. The organizations which obtain 75% of marks based on the technical criteria prescribed would be treated as 'technically qualified'. The financial proposal(s) of only technically qualified organization(s) will be</p>	<p>CRISIL: - The final evaluation is basis L1. Given the strategic nature of advice as requested in proposal, spanning several functional areas and importance of relevant experience, can Technical marks also have weightage in final</p>	<p>The pre-bid conference was held on 22nd June, 2020 (Monday) at 3:00 PM through Video Conference. The organizations which obtain 75% of marks based on the technical criteria prescribed would be treated as 'technically qualified'. The financial proposal(s) of only technically qualified organization(s) will be opened</p>

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		opened and technically qualified proposal with the lowest evaluated cost shall be selected for the award of contract	<p>decision. Can DPE consider QCBS of Tech: Financial of 70:30, rather than L1 bid?</p> <p>Ernst & Young: We suggest adopting QCBS for selection of Consulting organisation preferably with 80:20 ratio on technical proposal and financial proposal.</p>	<i>and will be evaluated following the Quality and Cost Based Selection (QCBS) with 80:20 ratio where, 80% weightage on technical score and 20% weightage on financial score.</i>
3.	Section 2.1 General	<p>This Request for Proposal seeks to engage the services of a consultancy organization for providing advisory support on various tasks and initiatives undertaken by DPE which broadly fall into following areas as per its assigned mandate.</p> <ul style="list-style-type: none"> (i) Formulation of general policies on matters such as financial management, performance evaluation, HR, salary/remuneration, corporate governance, dispute resolution, procurement, etc. pertaining to Central Public Sector Enterprises (CPSEs) (ii) Memorandum of Understanding system for evaluation and monitoring the performance of CPSEs (iii) Measures aimed at improving performance of CPSEs in terms 	<p>Resurgent India: We request to please provide the list of CPSEs covered under the above subject mentioned assignment.</p> <p>What are the different categories of CPSEs, under the focus of this consultancy assignment?</p>	All the CPSEs covered under Public Enterprises survey would be covered in this assignment. Details of CPSEs, sectors & their administrative Ministries/ Departments are available in DPE website www. dpe.gov.in .

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		<p>of profitability, productivity, corporate governance, CAPEX, R&D, Global outreach, import substitution, CSR, HRD, etc.</p> <p>(iv) Matters relating to revival, restructuring, and closure of CPSEs /subsidiaries of CPSEs</p> <p>(v) Autonomy, Financial and functional empowerment of CPSEs</p>		
4.	2.3.2 Amendments to the Proposal Documents	At any time prior to the deadline for submission of Proposals, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Proposal Documents by amendment, which shall be uploaded on the Department website. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Department may, at its discretion, extend the deadline for the submission of Proposals.	<p>Resurgent India:</p> <p>Will it be done before/ after deadline?</p> <p>Will it disclose the content of the technical proposal? Please confirm.</p>	<p>Please refer to RFP document. From Para 2.3.2, it is clear that the amendment if any in the proposal documents would be made by the department before deadline for submission of proposal.</p> <p>The technical proposal will be evaluated by the evaluation committee.</p> <p>No change is contemplated in this section of RFP.</p>
5.	2.4.4 Financial Proposal	The Bidder shall indicate on the format, the price of services it proposes to provide under the contract. The Bidder shall prepare the	<p>CRISIL: -</p> <p>The quotation in Financial Proposal is requested in Lump-sum format. Request clarification</p>	Please refer RFP, No amendment is contemplated in this clause of RFP. The lump sum amount quoted in financial

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		<p>bid based on details provided in the Proposal Documents. However, it must be clearly understood that the specifications and requirements are intended to give the Bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by Department. Prices quoted must be in INR (Indian Rupees). The prices must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, insurance, levies, works contract/service tax and other charges as may be applicable in relation to the activities proposed to be carried out. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.</p> <p>At any time during the currency of contract, if it is found that such similar</p>	<p>on broad areas/ times of travel, where OPE may be incurred on account. Request the OPE may be kept flexible as anticipating travel request in advance over 2-year period may be difficult</p>	<p>proposal by the bidder should be inclusive of all such expenses likely to be incurred.</p>

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		services are being provided by the successful bidder at a price lower than the price chargeable under the contract in DPE to any other organization or any other Department of Government of India or any Department of any State Government, it should be immediately notified to the Department and the Contract value shall stand reduced, correspondingly.		
6.	2.4.7 Payment (Consequential to amendment in section 3.5)	Department shall effect payments to the Consultant after acceptance by Department of the invoices submitted by the Consultant, upon achievement of the corresponding milestones, as per the payment schedule mentioned at Section 3.		<i>The selected firm has to submit a Quarterly progress report along with proforma invoice upon achievement of the corresponding milestones, as per the payment schedule mentioned at Section 3. Payment will be released based on this report.</i>
7.	2.6.2 Clarification of proposals	To assist in the examination, evaluation and comparison of Proposals, the Evaluation Committee may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.	Resurgent India: Does it contradict with Sec 2.3.2 (allowing amendment before deadline) Please confirm.	Please refer to RFP document. Para 2.6.2 is after opening of proposals of the bidders. No change in price or substance of the proposal shall be sought, offered or permitted after opening of the proposal. No change is contemplated in this section of RFP.
8.	2.6.4 Presentation by the bidder	The presentation should clearly bring out the Bidder's understanding of the requirements of the services,	Resurgent India: Can we get the present status on progress made in these	

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		<p>capability and approach for carrying out the tasks set forth through the nominated expert(s). The presentation shall ensure the following:</p> <ol style="list-style-type: none"> Work plan in graphical format indicating the major activities, interface requirements and deliverables such as reports required under Terms of Reference (TOR). Flow chart may be included to clearly indicate the involvement of the various agencies including those of bidder / Associates / client etc. This may be linked to work plan and staffing schedule. The work plan, flow chart, staffing schedule, approach and methodology must provide a logical description of how the Bidder will carry out the services to meet all the requirements of TOR. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality / effectiveness of the Bidder. In this regard, unless the 	<p>components & sub-components over the years? Please confirm.</p> <p>2.6.4 (ii) As this is only one Resource bid, we shall like to know, the structure of the team of DPE with which the consultant shall work most frequently. Please confirm.</p> <p>(iii) What will be the ratio of working from DPE, working on Tour in Delhi & other Cities across the nation and Working from Bidder's Home Office?</p> <p>Will the Expert placed by Bidder be allowed/ required to take service of backend resources such as IT, analysts of the bidder? Please confirm.</p> <p>(iv) As, the work is a fulltime assignment for two years, what will be the person days per annum requirement? Technical Expert shall need off days (equivalent of Govt admissible leaves of CL, EL & Commuted Leaves for an employee) Please confirm.</p> <p>Capital Fortunes:</p>	<p>The reports/studies if any conducted earlier will be made available to the consultant after award of the contract.</p> <p>The consultant will interact with designated teams on specific scope of work areas and senior officers of DPE/CPSEs.</p> <p>Please refer to RFP and its amendments. No further amendment is contemplated in this section.</p>

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		Bidder clearly states otherwise, it will be assumed that work required to implement any such improvements, are included in the inputs shown on the Bidder's Staffing Schedule.	<p>We request you to appoint a POC (point of contact) for the entire duration of the assignment to facilitate prioritization and regular interaction.</p> <p>Ernst & Young: 1. We would like to request the total number of working days to be a maximum of 22 days per month or working days may exclude Saturdays and Sundays. 2. Request clarification regarding whether onsite team would be following the holiday list of department or EY holidays.</p>	<p>The consultant will interact with designated teams on specific scope of work areas and senior officers of DPE/CPSEs.</p> <p>The Consulting organisation representative deployed at DPE will follow generally the schedule of DPE for working. Please refer to the RFP and its amendments.</p>
9.	2.6.9 Evaluation and comparison of Financial proposals	The representative from Department will read out aloud the name of the Bidder and the total price shown in the Bidder's Financial Proposal. This information will be recorded in writing by the Department representative. Evaluation Criteria to be adopted will be on the basis of L1 (Lowest Financial Bid). In case of a tie in the bid value, the bidder with the higher Technical Score will be invited for negotiations and selection first.	<p>Deloitte: Given the strategic nature of the engagement and the technical expertise required, would request for evaluation to be considered on Quality and Cost based Selection with 80% weightage on technical score and 20% weightage on financial score.</p> <p>CRISIL: - The final evaluation is basis L1. Given the strategic nature of advice as requested in proposal, spanning several functional areas</p>	The representative from Department will read out aloud the name of the Bidder and the total price shown in the Bidder's Financial Proposal. This information will be recorded in writing by the Department representative. Evaluation Criteria to be adopted will be <i>the Quality and Cost Based Selection (QCBS) with 80:20 ratio where, 80% weightage on technical score and 20% weightage on financial score. In case of a tie, the bidder with the higher Technical Score will be awarded the contract.</i>

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			<p>and importance of relevant experience, can Technical marks also have weightage in final decision. Can DPE consider QCBS of Tech: Financial of 70:30, rather than L1 bid?</p> <p>Resurgent India: Is there a framework for negation? What can be the boundary of negotiation? Please confirm.</p>	
10.	2.7 Performance Security	<p>Within 7 days of the receipt of notification of award from Department, the successful Bidder shall furnish a Performance Guarantee (10% of the bid amount) in accordance with the Conditions of this document. This guarantee will have to be paid in the form of Demand Draft / Banker's Cheque payable to DDO, DPE. Failure of the Successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event Department may award the Contract to the next best evaluated Bidder or call for new Bids</p>	<p>Capital Fortunes: -Request that we can furnish the performance security in the form of Bank Guarantee in lieu of DD/Bankers Cheque as specified in the RFP.</p> <p>-We would request you to reconsider the performance security (10% of the bid amount) as it is equal to the 1st milestone payment of 10% leaving the consultant with no initial advance.</p> <p>Resurgent India: We request to reduce the Performance Guarantee to 5% of the contract amount to encourage MSME participation in bid. OR,</p>	<p>Within 7 days of the receipt of notification of award from Department, the successful Bidder shall furnish a Performance Guarantee (10% of the bid amount) in accordance with the Conditions of this document. This guarantee will have to be paid in the form of Demand Draft / Banker's Cheque payable to DDO, DPE or <i>in the form of a Bank Guarantee (BG) from a scheduled commercial Bank in favour of DPE. The BG must be valid for a period of six month beyond the date of completion of contract.</i> Failure of the Successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event Department may award the Contract to the next best evaluated Bidder or call for new Bids.</p>

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			The new trend is reducing Performance Guarantee in every 6 months, so as to reduce Financial liability of the vendor to Bank. Will the Government consider this model of reducing PG in every 6 months from 10% to 7.5% (end of 6 months) to 5% (end of 1 st year), to 2.5% (end of 1 & half years) Please confirm.	
11.	3.1 & 3.3 Background & Main Tasks/Deliverables	<p>The Department of Public Enterprises is the nodal department for all the Central Public Sector Enterprises (CPSEs) and formulates policies pertaining to CPSEs. It lays down, in particular, policy guidelines on performance improvement and evaluation, autonomy and financial delegation and personnel management in CPSEs. It furthermore collects and maintains information in the form of Public Enterprise Survey on several areas in respect of CPSEs. In fulfilling its role, the Department coordinates with other Ministries, CPSEs, and concerned organizations.</p> <p>Deliverables</p> <p>(i) Conduct research (primary and/or secondary) on assigned topics and analyze the data.</p>	<p>Resurgent India:</p> <p>Is there a close-knit team to collect primary data, conduct survey so that consultant can do research? Please confirm.</p>	A team will be designated for the respective area in the scope of work.

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		(ii) Present the research / views in form of presentation, notes, write-ups, etc. (iii) Devise recommendations for the Department for any new initiatives (iv) Develop execution plan for implementation of new initiatives (v) Ideate upgrades for existing initiatives (vi) Draft effective written communications for various stakeholders towards fulfillment of objectives and coordinate with various stakeholders from Department, various Ministries and CPSEs towards fulfillment of objectives and prepare status reports		
12.	3.2 Scope of Work	<p>The services of a Consulting Organization are required to support and advise on following broad activities of DPE.</p> <p>(i) Formulation of general policies on matters such as financial management, performance evaluation, HR, salary/remuneration, corporate governance, dispute resolution, procurement, etc. pertaining to Central Public Sector Enterprises (CPSEs)</p>	<p>Capital Fortunes:</p> <p>-In the case of assignments requiring external experts for delivering the specified objective, is there a provision for reimbursement or direct payments for such services obtained over and above the lump sum payment specified in the contract?</p> <p>-We recommend splitting the scope in to select focus areas and then detail requirements of the</p>	<p>On consideration of the suggestions submitted by the firms on section 4. It is proposed to amend the scope of work to the extent it covers Departments immediate focus areas. The amended scope of work is as under:</p> <p>The services of a Consulting Organization are required to support and advise on following broad activities of DPE <i>which could be undertaken individually or simultaneously in project mode. The main</i></p>

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		<p>(ii) Memorandum of Understanding system for evaluation and monitoring the performance of CPSEs</p> <p>(iii) Measures aimed at improving performance of CPSEs in terms of profitability, productivity, corporate governance, CAPEX, R&D, Global outreach, import substitution, CSR, HRD, etc.</p> <p>(iv) Matters relating to revival, restructuring, and closure of CPSEs /subsidiaries of CPSEs Autonomy, Financial and functional empowerment of CPSEs</p>	<p>consultants/team required for executing the assignment. Currently the scope is too vast and generic.</p> <p>CRISIL: -(3.2& 3.3)</p> <p>The overall Areas of engagement have been broadly outlined- request you to clarify the exact task list under these, for broad number of PSUs expected- this will help us formulate a better work-plan in congruence with needs.</p>	<p><i>tasks and deliverables for these activities are enumerated in para 3.3.</i></p> <p><i>(i) Sectoral Benchmarking in Oil, Power & Coal Sector</i></p> <p><i>(ii) Measures aimed at improving performance of CPSEs in terms of profitability, productivity, CAPEX, Global outreach, import substitution, etc.</i></p> <p><i>(iii) Improvements in Memorandum of Understanding system for evaluation and monitoring the performance of CPSEs</i></p> <p><i>(iv) Autonomy, Financial and functional empowerment of CPSEs</i></p> <p><i>In addition, the advice of consulting organization would also be solicited on various issues concerning management of CPSEs which are related to mandate of DPE</i></p>
13.	Section 3.4 Deliverables and Time Frames (Consequential to amendment in section 4)	The selected Consulting Organization shall provide the services of one full-time Consultant (on-site) to be located at DPE and commence work within a week of signing of the contract. The tasks assigned to the Consulting Organization shall be completed within the time frame discussed with the Department. In case the Consultant is not able to comply with deliverables and time-frame		The selected Consulting Organization shall provide the services of one full-time Consultant (on-site) for 10 working days a month to be located at DPE and commence work within a week of signing of the contract. In addition, a Project Manager will be posted full time at DPE. The tasks assigned to the Consulting Organization shall be completed within the time frame discussed with the Department. In case the Consultant is not able to comply with

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		discussed, the Department reserves the right to request a replacement resource and / or impose a penalty of forfeiture of Performance Guarantee.				deliverables and time-frame discussed, the Department reserves the right to request a replacement resource and / or impose a penalty of forfeiture of Performance Guarantee.																														
14.	3.5 Payment Terms and Schedule	S.	Timeline	Per	Ernst & Young: We would request you to make payment timelines bi-monthly or quarterly. Capital Fortunes: We request the Authority to Schedule payments on a monthly basis instead of the proposed half yearly option. CRISIL: Request you to please align payment milestones from half-yearly to monthly basis. Deloitte: Currently, the payment schedule is not commensurate with the effort's inputs. We will request, if the payment can be made on a monthly or bi-monthly basis. In case team members are required to travel outside New Delhi, please clarify	Amended Clause 3.5: <table><tr><th>S.No.</th><th>Timeline</th><th>Percentage of total Payment</th></tr><tr><td>1.</td><td>Award of Contract (T₀)</td><td>10%</td></tr><tr><td>2.</td><td>T₁ = T₀ + 3 months</td><td>10%</td></tr><tr><td>3.</td><td>T₂ = T₁ + 3 months</td><td>10%</td></tr><tr><td>4.</td><td>T₃ = T₂ + 3 months</td><td>10%</td></tr><tr><td>5.</td><td>T₄ = T₃ + 3 months</td><td>10%</td></tr><tr><td>6.</td><td>T₅ = T₄ + 3 months</td><td>10%</td></tr><tr><td>7.</td><td>T₆ = T₅ + 3 months</td><td>10%</td></tr><tr><td>8.</td><td>T₇ = T₆ + 3 months</td><td>15%</td></tr><tr><td>9.</td><td>T₈ = T₇ + 3 months</td><td>15%</td></tr></table>	S.No.	Timeline	Percentage of total Payment	1.	Award of Contract (T ₀)	10%	2.	T ₁ = T ₀ + 3 months	10%	3.	T ₂ = T ₁ + 3 months	10%	4.	T ₃ = T ₂ + 3 months	10%	5.	T ₄ = T ₃ + 3 months	10%	6.	T ₅ = T ₄ + 3 months	10%	7.	T ₆ = T ₅ + 3 months	10%	8.	T ₇ = T ₆ + 3 months	15%	9.	T ₈ = T ₇ + 3 months	15%
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It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.																																				

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			<p>reimbursement of travel, boarding & lodging expenses, as required, will be reimbursed and this will be over and above the fee quoted in the financial proposal</p> <p>In case, such travel expenses are to be included in the financial proposal, kindly indicate the quantum of travel that may be expected, so that the same can be estimated.</p>	<p>Note: The consulting firm has to submit a Quarterly progress report along with proforma invoice. Payment will be released based on this report.</p>
15.	Section-4 Key Personnel/ Consultant	<p>The Consulting organization is required to depute one Consultant who will be posted full-time in DPE with all required support services. The Consultant should have following experience and skill set.</p> <p>(i) He/She should have post graduate qualification in business management from an institute of repute such as IIM, etc. with good knowledge of and at least 15 years of experience in institutional/organizational level analysis, preferably in Government/Public Sector/Management of companies.</p> <p>(ii) He/She should be familiar with the role and ambit of DPE along with a broad understanding of</p>	<p>Ernst & Young:</p> <p>-We suggest that consultant with 15+ years' experience role shall be deployed on part-time basis to provide project management inputs, quality assurance and technical guidance.</p> <p>-Further the scope encompasses multiple areas of expertise (namely Finance, HR, Corporate Governance, Procurement, CSR, restructuring/ closure etc). Given the scope, requirements and nature of support that is required over period of 2 years, we believe a team of 4 consultants would be required to assist DPE full-time</p> <p>1 Team Lead/ Senior Consultant (5 yrs of experience)</p> <p>1 Consultant (3-5 yrs experience)</p>	<p>The Consulting organization is required to depute one Consultant <i>with all required support services. He will be available in DPE for 10 working days in a month on fortnightly basis.</i> The Consultant should have following experience and skill set.</p> <p>(i) He/She should have post graduate qualification in business management from an institute of repute such as IIM, etc. with good knowledge of and <i>essentially 10 years of experience in</i> (15 years of experience desirable) institutional/organizational level analysis, preferably in Government/Public Sector/Management of companies.</p> <p>(ii) He/She should be familiar with the role and ambit of DPE along with a broad understanding of various</p>

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		<p>various sectors in which CPSEs operate, Public Sector Management Systems, their structure and culture.</p> <p>(iii) He/she should be innovative, analytical and have ability to visualize new initiatives.</p> <p>(iv) He/she should have clarity of thought and impeccable written (including in English) and verbal skills.</p>	<p>2 Analysts (Upto 3 yrs experience)</p> <p>Capital Fortunes: Request to consider modifying the eligibility of full-time consultant to be a mid-level executive. Subject matter experts and team will provide requisite support and hold deliberations on deliverables with DPE on a need basis.</p> <p>Deloitte: The objectives of the engagement had been clarified during the pre-bid meeting. As discussed, for ensuring that the knowledge and expertise is made available to DPE across all aspects of the support requested, we propose that instead of 1 consultant, the following positions to be considered. Also, given that a person having >15 years will be a very senior level person in the consulting organization, full time deployment of such a person on-site for 2 years may be difficult. Accordingly, the</p>	<p>sectors in which CPSEs operate, Public Sector Management Systems, their structure and culture.</p> <p>(iii) He/she should be innovative, analytical and have ability to visualize new initiatives.</p> <p>(iv) He/she should have clarity of thought and impeccable written (including in English) and verbal skills.</p> <p><i>In addition, a Project Manager will be posted full time at DPE having minimum 5 years of experience in institutional and organizational level analysis/operations with MBA/CA degree. The other team members/experts having experience in areas specified in scope of work will be offsite for back end support to the consultant and Project Manager.</i></p>

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			<p>following may be considered</p> <ol style="list-style-type: none"> 1. Project Director (part time, 1 week a month) - MBA/ CA having > 10 years of experience in consulting with public sector enterprises across business, finance, organization structure, finance & processes, monitoring & evaluation, etc. 2. Team Leader & Corporate Strategy specialist - full time, MBA/ CA/ Post Graduate degree having > 5 years' experience in strategy & operations of public sector enterprises 3. Governance & Institutional Specialist - full time, MBA/ CA/ Post Graduate degree having > 3 years' experience in Corporate Governance mechanisms, organizational & institutional transformation 4. Monitoring & Evaluation Specialist - full time, 	

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			<p>MBA/ CA/ Post Graduate degree having > 3 years' experience in Monitoring & Evaluation and reporting frameworks</p> <p>CRISIL: The request for RFP outlines the requirement of 1 Consultant to be posted at DPE, and to be supported by Key personnel - request you to please indicate the broad number of staffs required as Key personnel</p>									
16.	5.1 Technical Proposal Evaluation Criteria	<table><tr><td colspan="2">Technical Proposal Evaluation Criteria would be as under.</td></tr><tr><th>Particulars</th><th>Marks</th></tr><tr><td>Consultant (Key Personnel)- General qualifications, appropriate experience and track record, availability and certainty of obtaining named individuals etc. Special emphasis on CVs of the Consultant. The marking would be based on the quality of key personnel proposed only.</td><td>40</td></tr><tr><td>Previous Experience (during the last 5 years) of the Consulting Organization in</td><td>20</td></tr></table>	Technical Proposal Evaluation Criteria would be as under.		Particulars	Marks	Consultant (Key Personnel)- General qualifications, appropriate experience and track record, availability and certainty of obtaining named individuals etc. Special emphasis on CVs of the Consultant. The marking would be based on the quality of key personnel proposed only.	40	Previous Experience (during the last 5 years) of the Consulting Organization in	20	<p>Deloitte: We will request, if the further break up evaluation criteria scoring may be specified:</p> <ul style="list-style-type: none">• Consultant (Key Personnel) into qualification, relevant projects, years of experience etc. - for each position, if the above point # 4 is considered• Previous experience: Number of Projects etc.• Support proposed to be provided by the Consulting Organisation to ensure desired quality and robustness of service: break up of allocation for 30 marks	The broad parameters for evaluation have been specified in the RFP. The bidders should provide all the details/ documents as requested in the RFP for systematic evaluation. The evaluation committee will develop its evaluation criteria for assigning marks.
Technical Proposal Evaluation Criteria would be as under.												
Particulars	Marks											
Consultant (Key Personnel)- General qualifications, appropriate experience and track record, availability and certainty of obtaining named individuals etc. Special emphasis on CVs of the Consultant. The marking would be based on the quality of key personnel proposed only.	40											
Previous Experience (during the last 5 years) of the Consulting Organization in	20											

S. No	Reference Section	Reference/ Subject		Clarification/Suggestions	Response of DPE (Draft)								
		<table><tr><td>similar projects in terms of scope, nature and value.</td><td></td></tr><tr><td>Support proposed to be provided by the Consulting Organization to ensure desired quality and robustness of services</td><td>30</td></tr><tr><td>Range of services and back-up support proposed to offered to the Department as indicated in the Presentation* & Technical Proposal</td><td>10</td></tr><tr><td>Total Marks</td><td>100</td></tr></table> <p>* All the bidders who submit their proposals would be invited for a Presentation. The Key Personnel indicated in the proposed team is expected to make the presentation. The purpose of proposal presentation is to enable the Department to seek clarifications and gain a better understanding about the team and their approach to the assignment</p>	similar projects in terms of scope, nature and value.		Support proposed to be provided by the Consulting Organization to ensure desired quality and robustness of services	30	Range of services and back-up support proposed to offered to the Department as indicated in the Presentation* & Technical Proposal	10	Total Marks	100		<ul style="list-style-type: none">Range of services and back-up support proposed to be offered to the Department & Presentation: break up of allocation for 30 marks <p>Ernst & Young:</p> <p>Request further specification regarding the number of projects and marks allocated per similar project accordingly so that the evaluation criteria is objective</p>	
similar projects in terms of scope, nature and value.													
Support proposed to be provided by the Consulting Organization to ensure desired quality and robustness of services	30												
Range of services and back-up support proposed to offered to the Department as indicated in the Presentation* & Technical Proposal	10												
Total Marks	100												
17.	Section 6.2.1 Bid Security	Bid Security of ₹2 lakh by way of Demand Draft / Banker's cheque payable in the name of DDO, DPE shall be furnished by the Bidder at the time of responding to the Proposal. Bid Security must be valid up to 90 days after the last date of submission		Resurgent India: We are registered with NSIC under single point scheme, we request to please allow in your RFP the "New Public Procurement policies for MSEs as notified by the Government of India, Ministry of Micro, Small &	MSMEs are exempted from payment of earnest money and tender cost if any on production of relevant documents.								

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
		<p>of proposal and the same will be returned to the un-successful bidders after completion of selection process. Bid Security should be part of Technical Proposal.</p> <p>The Bid Security of the successful Bidder will be discharged upon the bidder executing the contract and furnishing the performance guarantee security.</p>	<p>Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012" to get the benefit of exemption of RFP Cost and Earnest Money Deposit (EMD).</p> <p>We request to encourage wider participation from MSMEs to make Atmanirbhar Bharat, and also in view of the current situation we request you to kindly waive off the EMD for MSMEs.</p>	
18.	Section 6.2.2 Format for Submission	Format for Submission of the Financial Proposal	<p>CRISIL: -</p> <p>The quotation in Financial Proposal is requested in Lump-sum format. Request clarification on broad areas/ times of travel, where OPE may be incurred on account. Request the OPE may be kept flexible as anticipating travel request in advance over 2 year period may be difficult</p>	Please refer amended scope of work for broad areas. No over and above payment would be made even a reimbursement. No amendment is contemplated in this section.
19.	Section 7.13.7 - Confidentiality	The Consulting organization, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Department's business or operations without the prior written consent of	<p>Ernst & Young:</p> <p>Typically, there is a period of confidentiality which has to be maintained. We would therefore suggest to revise the clause as follows:</p> <p>"Consultant shall assign and affiliate definitive period of 3</p>	No amendment in RFP document is contemplated on this section.

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
		the Department. The work done by Consulting organization, their sub-consultants and the personnel under either of them under this contract shall be treated as confidential, unless stated otherwise and not disclosed without the prior written consent of the Department	years of confidentiality to use the intellectual Property to the extent necessary to enable Department to implement the ideas and recommendations provided by the in the course of providing the services."	
20.	Section 7.13.8 - Liability of Consulting organisation	The Consultant's liability under this Contract shall be as provided by the Applicable Law.	Ernst & Young: We request the addition of the following clause - "The Employer (and any others for whom Services are provided) shall not recover from Consultant, 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 Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under	The Consultant's liability under this Contract shall be as provided by the Applicable Law. <i>Maximum liability to be limited to value of the contract.</i>

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
			<p>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."</p> <p>CRISIL: Request liability be limited to the value of the contract.</p>	
21.	Section 7.3.11 - Accounting, Inspection and Auditing, Point iii	The Consulting organization shall: Permit the Department to inspect the Consultant's accounts and records relating to the performance of the Consulting organization and to have them audited by auditors appointed by the department.	<p>Ernst & Young; We request the following modification to the clause - "The Consultant shall provide the Employer 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 Consultant's premises."</p>	No amendment in RFP document is contemplated on this section.
22.	Section 7.17 - Indemnification	a) The Consulting organization shall indemnify, hold and save harmless and defend at his / her own expenses the department and its personnel from and against all suits, claims, demands and liability of any nature whatsoever,	<p>Ernst & Young: We would request to remove this clause as EY has professional indemnity insurance. This is not required.</p> <p>Capital Fortunes:</p>	No amendment in RFP document is contemplated on this section.

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
		<p>including without limitations, costs and expenses arising out of acts or omissions of the Consultant its employees and / or agents caused by or resulting from any operations(s) conducted by or on behalf of the Consultant.</p> <p>b) The Consulting organization shall, at all times, further indemnify Department against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual Property Rights (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the Consulting organization.</p> <p>c) Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.</p> <p>d) Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that</p>	<p>Request you to restrict the Liability in case of indemnification to the value of the contract. Necessary provisions/Clauses to be included in the RFP</p>	

S. No	Reference Section	Reference/ Subject	Clarification/Suggestions	Response of DPE (Draft)
		<p>such obligations are assumed by the assignee.</p> <p>e) The Consulting organization shall at all times indemnify the department against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the Consultant or to the person whether in the employment of the Consultant or not</p>		