

**Govt. of India**  
**Capacity Building Commission**  
**RFP No. 02-06/2021-CBC dated 27th May, 2022**

**Pre-Bid Query Responses for RFP for Development of Annual Capacity Building Plan**

S. No.	RFP Page no.	Clause of the RFP	Clarification required	Remarks
1.	12	The Consulting Agency will be engaged for this assignment for a period of 24 weeks (6 months).	Considering the overall scope and the five hubs in the journey of iGOT Karmayogi platform requires the engagement period to be 32 weeks (8 months).	<b>No change in this clause</b>
2.	19	<p>The Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations / ministries/ departments /enterprises/ undertakings in projects covering one or more of the following areas: strategy and vision/ policy formulation and implementation / business model / business process / organization restructuring Consulting Agency Bidder should be able to submit documentary evidence of executing at least 3 such projects with the following conditions met in at least one of the 3 projects.</p> <ul style="list-style-type: none"> <li>• Start date inside last 5 years from issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crore (if Indian project) in fees payable to the Consulting Agency Bidder</li> </ul>	<p>We understand that National Training Policy is in existence since 2012 but relaunched as a Mission Karmayogi in 2020. Ongoing project also to be included. We all know last 2 years wasn't good for everyone due COVID-19.</p> <p>Asking last 5 years large projects with INR 5 crores of consulting value will allow only 4-5 companies to participate. While local and emerging firms like us will be restricted to participate in the mission program of the government. Though government is talking about Atmanirbhar Bharat/ Make in India concepts.</p> <p>The estimated cost of this assignment would be around INR 1.50 crores, basis to that, our submission is to reduce the fee to INR 50 lakhs and also consider ongoing projects.</p>	<b>Refer Corrigendum 2</b>

3.	20	<p>Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations ministries /departments / enterprises / undertakings in projects covering one or more of the following areas: strategy and vision / capacity building/ project management / program Management/ policy formulation and implementation / business model / business process / organization restructuring.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 5 years from the issue date of this RFP.</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crores</li> </ul> <p>In fees payable to the Consulting Agency Bidder at the time of award of contract.</p>	<p>We understand that National Training Policy is in existence since 2012 but relaunched as a Mission Karmayogi in 2020. Ongoing project also to be included. We all know last 2 years wasn't good for everyone due COVID-19.</p> <p>Asking last 5 years large projects with INR 5 crores of consulting value will allow only 4-5 companies to participate. While local and emerging firms like us will be restricted to participate in the mission program of the government. Though government is talking about Atmanirbhar Bharat/ Make in India concepts.</p> <p>The estimated cost of this assignment would be around INR 1.50 crores, basis to that, our submission is to reduce the fee to INR 50 lakhs and also consider ongoing projects.</p>	<p><b>Refer Corrigendum 2</b></p>
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4.	20	<p>Two detailed case studies where the Consulting Agency/Bidder has directly provided management consulting/HR consulting services to Indian Public Sector organizations/ ministries/ consulting departments / enterprises / undertakings in projects covering one or more of the following firm) relevant areas: strategy and vision / policy formulation/ business model / business process / RFP organization restructuring/ HR respectively. Note:</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria or in response to Question IA can be repeated</li> <li>• Start date must be inside last 5 years from the issue date of this RFP</li> <li>• Only completed projects</li> <li>• Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract</li> </ul>	<p>We understand that National Training Policy is in existence since 2012 but relaunched as a Mission Karmayogi in 2020. Ongoing project also to be included. We all know last 2 years wasn't good for everyone due COVID-19.</p> <p>Asking last 5 years large projects with INR 5 crores of consulting value will allow only 4-5 companies to participate. While local and emerging firms like us will be restricted to participate in the mission program of the government. Though government is talking about Atmanirbhar Bharat/ Make in India concepts.</p> <p>The estimated cost of this assignment would be around INR 1.50 crores, basis to that, our submission is to reduce the fee to INR 50 lakhs and also consider ongoing projects.</p>	<b>Refer Corrigendum 2</b>
5.	23	<p><b>Project Lead</b></p> <ul style="list-style-type: none"> <li>• Should have postgraduate professional qualification in business management and Organisation &amp; Method Analysis.</li> <li>• Minimum of 20 years of overall experience with increasing levels of responsibility</li> <li>• Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation / operating model / business process transformation change management.</li> </ul>	<p>As the scope of the project is identification of organizational capacity gaps for key systems and processes and subsequent capacity building interventions to build organizational capacity. Basis to this, our submission is to have a graduate/postgraduate in urban planning/management/organisation development/social with minimum 12 years of experience.</p>	<b>Refer Corrigendum 2</b>

6.	24	<p><b>Technical Consultants</b></p> <ul style="list-style-type: none"> <li>• They may include a combination of Subject Matter Experts relevant to the group of ministries/ Knowledge Management Experts / Human Resource or Capacity Building Experts.</li> <li>• Technical consultants proposed by the bidder should have an undergraduate degree and experience in relevant fields and a minimum work experience of 10 years (not including internships).</li> </ul>	<p>As the role of technical consultants also includes identification of key technology trends and working on iGOT Platform. Considering all these interventions, our submission is to include management/ planning/IT/Computers.</p>	<p><b>No change in this clause</b></p>
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S. No.	Page no. in RFP	Clause mentioned as per RfP	Query requested for clarification/ Suggested modifications	Remarks
1	General	Work location	While travel to Department / Ministry offices is understood, does the consulting team have to work from the CBC office or its own office?	<b>Both offsite and onsite, as per MDO requirement.</b>
2	General	Submission date of the bid	It is suggested that the deadline for submission of the bid be extended from 17th June by three weeks (8 July 2022 as the date of submission of the bid)	<b>Refer Corrigendum 1</b>
3	General	Work location	Do the three sets of consultant (Project Lead, Technical Consultant and Associate consultant) have to work from the CBC office/stakeholder offices or is it fine if they work from an offsite (work from the consultant's workspace) location also.	<b>Both offsite and onsite, as per MDO requirement.</b>
4	10	II- Scope of Work 1.4.2 Capture and review documentary evidence of current capacity from previous assessments, strategy documents, and audit reports.	Should this only focus on the capacity building of specific level of officers/employees?	<b>All employees.</b>
5	10	II- Scope of Work 1.4.2 Capture and review documentary evidence of current capacity from previous assessments, strategy documents, and audit reports.	Should only the trainings undertaken by officers / employees during current posting be considered or capabilities developed over a period of time be considered, irrespective of their posting? If trainings, irrespective of posting needs to be considered, then data for past how many years need to be reviewed?	<b>For last five years, wherever applicable.</b>

6	10	<p>II. Scope Of Work 2.2 Competency assessment across lines of services</p> <ul style="list-style-type: none"> <li>- Assess the current competency (knowledge, skills, and attitude) gaps for each employee within the department with details on basic, intermediate, and advanced competencies.</li> <li>- Map organizational goals/domain goals/citizen centric goals, scope, and gap in capabilities</li> </ul>	<p>1. Kindly confirm if there is existing competency framework. This doesn't include the design of competency framework.</p> <p>2. The scope involves conducting study on current competency gaps of each employee. Is there any level of officials for which this needs to be done or is this required for all officials at all levels? Each of the departments/Ministries will have a large number of officials. Will this be only for their permanent employees or contractual employees as well?</p>	<p><b>The understanding is correct, this does not include the design of the competency framework.</b></p> <p><b>For all unique roles</b></p>
7	10	<p>II. Scope of Work 2.2.1 Assess the current competency (knowledge, skills, and attitude) gaps for each employee within the department with details on basic, intermediate, and advanced competencies.</p>	<p>1. It is recommended that the scope addresses assessing the current competency (knowledge, skills, and attitude) gaps for employee groups / levels and not for "each employee within the department" as mentioned in the original scope.</p> <p>2. Alternatively, competency gaps for technical skills in each division / unit / section within a department may be assessed.</p> <p>3. Kindly confirm the number of department/ sub-divisions/ units/ section coverage across each of seven groups.</p>	<p><b>Assess the current and future competency (knowledge, skills, and attitude) gaps wherever applicable, for all unique roles.</b></p> <p><b>All Divisions/ units of the MDO</b></p>
8	10	<p>II. Scope of Work 2.3 Identify training and non-training interventions that address competency gaps and requirements of the department</p>	<p>1. We wish to confirm if the scope item on this point is referring to the identification and suggestion of interventions and not about implementing them. Is this the understanding?</p> <p>2. Kindly elaborate on the type of "non-training" interventions</p>	<p><b>Please refer Deliverable 4 under Section IV. Schedule for Deliverables and Timelines. Hand-holding entails knowledge creation, content identification, identifying training partner institute, helping MDO create proposals and similar activities. Non Training interventions includes: Building Capacity of shared aspects of Organisations such as System &amp; Processes (Indicative List attached at Annexure 2 of Corrigendum 2)</b></p>

9	11	<p>II. Scope of Work 3.1.2 Research and suggest changes in administrative processes, operating procedures, and hard and soft infrastructure, internal policies, data management and knowledge repository and internal and</p>	<p>We request the CBC team to help identify Single Point of Contact within each department/ ministry to help speed up the process</p>	<p><b>A</b> Nodal officer will be appointed in MDO</p>
10	11	<p>II. Scope of Work 3.1.3 Identify internal and external silos in the working of the department: Study the stakeholder ecosystem of the department, assess how effectively the department collaborates to delivers its mandate</p>	<p>We request the CBC team to help identify Single Point of Contact within each department/ ministry to help speed up the process</p>	<p><b>A</b> Nodal officer will be appointed in MDO</p>

11	11	<p>II. Scope Of Work 3.3 Assess the capacity of the organizational structure and its human resource and propose changes to HR policy and other human resource enabling policies to increase organizational capacity.</p>	<p>The scope also involves assessing the capacity of the organizational structure and its human resource and proposing changes to HR policy and other human resource enabling policies to increase organizational capacity. This will require extensive input from sectoral experts. For instance, the Ministry of Road Transport and Highway will have staffing norms such as, one Director for every 2000 KM. Can we have such an extensive analysis for each type of Ministry and Department to assess the current norms and suggest changes? This may be an entire study in itself.</p> <p>It would be good if the CBC team can detail the scope mentioned in this section.</p>	<p><b>No sectoral study is required.</b></p>
12	12	<p>II- Scope of Work 4.2.1 Identification of all capacity building interventions for the present plus 2 years, along with detailed description and rationale for the interventions</p>	<p>Do we have the provision to continue with the already ongoing interventions or a fresh set is compulsorily needed? Further, would the details of the capacity building interventions such as existing competency frameworks, gap / needs analysis, etc. be available?</p>	<p><b>Use identified capacity gap and capacity interventions, if available. Identify gaps and interventions beyond existing information as well.</b></p>
13	12	<p>II- Scope of Work 4.5.1 Define capacity quantifiable development indicators, wherein each capacity development activity will have a clear indicator to measure progress.</p>	<p>Is there a provision to utilise/refer to any indices already in use by the departments/ministries?</p>	<p><b>Use, if available. Upgrade/ Create indicators wherever missing.</b></p>



14	12	<p>III. Duration of the Consulting Agency's engagement The Consulting Agency will be engaged for this assignment for a period of 24 weeks (6 months).</p>	<p>Each group is of different size and the number of ministries / departments in the group are different. The dependencies with regards to coordination with the departments will also vary.</p> <p>The amount of work would then vary between the groups. The timeline/ team size / effort has to be relative to the group size. Request the client to deliberate on:</p> <ol style="list-style-type: none"> <li>1. Timelines</li> <li>2. Required resource strength (consultants) as per group size and the no. of officers / employees in each group to avoid any mismatch in financial bid presented by various consultants.</li> </ol>	<p><b>No change in this clause.</b></p>
15	12	<p>IV. Schedule for Deliverables and Timelines Deliverable 4: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training</p>	<p>It is recommended that the staff strength be captured as a whole number as opposed to percentage. Because, each group has different ministries/department count ranging from 5-15, and hence the 20% capacity would be varying.</p> <p>The concern would not just be on the costing but would also be on the timeline of delivery and responses recieved from multiple departments and resources needed to handhold 20% of a larger</p>	<p><b>No Change in this clause.</b></p>

16	12	<p>IV. Schedule for Deliverables and Timelines</p> <p>Deliverable 4: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training</p>	<p>What would the handholding entail? Please elaborate on a specific set of activities to be undertaken as part of this deliverable.</p>	<p><b>Handholding entails course and content identification, identifying training partner institute, non-training intervention identification, helping MDO create proposals and similar activities.</b></p>
17	12	<p>IV. Schedule for Deliverables and Timelines</p> <p>Deliverable 4: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training</p>	<p>How many sessions will be organized for the training? Who will prepare the training curriculum? This would have an impact on the delivery timelines and cost</p>	<p><b>Number of training session will be decided by MDO. Curriculum will be identified by the Consultancy Agency in consultation with MDO, Training Partners.</b></p>

18	12	IV. Schedule for Deliverables and Timelines Deliverable 4: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training	Who will bear the cost of the training sessions, venue, organising, etc?	<b>MDO</b>
19	12	IV. Schedule for Deliverables and Timelines Deliverable 4: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training	1. What if participants don't attend or the number is less than envisaged, will all of this impact the payments? 2. Kindly confirm that department will facilitate the logistics and nomination of officials/ staff and their attendance is not consultant's responsibility.	<b>Participation of employees is responsibility of MDOs</b>  <b>Yes</b>
20	13	IV. Schedule for Deliverables and Timelines The intended output is a current and futuristic Training Needs Assessment (TNA) document, which would be used for planning of training and non-training interventions	1. Kindly confirm if there is existing competency framework. 2. Do these interventions need to cover range of training capacities at all levels- individual, organizational and institutional?	<b>Existing competency framework may be available with certain MDOs.</b>  <b>Yes</b>
21	13	IV. Schedule for Deliverables and Timelines (Table) Approval - MDO (within one week of submission by consultant) subject to CBC's quality check	The approval of deliverables and payment will first be made by CBC and then by the relevant department. Payment will not be made until the department approves the same. This will delay the entire payment process as each group/package comprises of average 8-12 departments. Seeking approval from each department will be a time-consuming process. Further, a completion certificate is also required to be submitted by each department. What if one of the departments does not approve. Will the entire payment be not made?	<b>Pro-rata payment will be made.</b>

22	14	IV. Schedule for Deliverables and Timelines (Table) Approval - MDO (within one week of submission by consultant) subject to CBC's quality check	Request the team to put in appropriate time-bounded resolution mechanisms with reference to approvals from concerned departments/ ministries to mitigate any unforeseen delays, which can negatively impact the progress of the project and payout for the consultant	<b>No change in this clause.</b>
23	17	V. Payment Milestones Duration of the assignment: The Consulting Agency will be engaged for 6 months to deliver the scope of work outlined in this RFP. The deliverable schedule/ timelines are already specified. In case of failure of Consulting Agency to deliver as per schedule, relevant clauses of penalty/ liquidated damages as mentioned in the RFP shall be applicable. However, competent authority reserves the right to waive off the penalty and grant further time (hereby called as grace extension) to the Consulting Agency to complete initial deliverables in case the competent authority is of the opinion that delay is not attributable to the Consulting Agency. It may be noted that no additional payment will be made whatsoever for the period of grace extension	Co-ordination delay with different departments is anticipated, since we would be dealing with multiple departments as part of each deliverable. However, even if the delay is not because of/attribution to the consulting firm, the "Waive off of the penalty and granting of further time" alone will not help the consulting team. This is because any extension of service would mean extension in deployment of team and the same will impact the overall cost. It would need timely intervention from the CBC to sort any delay / or subsequent adjustment of costs for the extra time and effort that goes in from the consultant on a mutually agreeable basis. The consultant should also be able to raise red flags accordingly in cases of anticipation of delay.	<b>A nodal officer will be appointed in each MDO to ensure smooth coordination.</b>
24	17	V. Payment Milestones Resource replacement, if any, shall be only with explicit written approval of the Buyer. A penalty of Rs 5 lakh will be imposed for each named resource replacement.	It is suggested that the penalty be reduced to INR 1 lakh.	<b>Refer Corrigendum 2</b>

25	18	<p>V. Payment milestones Point 7 Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. The deliverable is for each Ministry/Department and so any delay in this deliverable would attract LD as defined. Only delays attributed to consultant will attract LD. The decision of CBC would be final in this matter in establishing attribute ability. The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department</p>	<p>The scope of work is fairly extensive and involves conducting join meetings with JS and Secretaries of each Department, conducting a thorough review of the role, function, mandate, development programs, etc. of each department, understanding emerging trends, spanning the entire spectrum of roles and responsibilities, functions of each unit of the department, understand broad staffing structure, define competencies requires, identify competency gaps, and address deficits.</p> <p>The timelines seem to be too tight, given the need for coordination with multiple departments which may cause inherent, inevitable delays. Can we extend the timelines or remove the penalty?</p>	<p><b>No change in this clause</b></p>
26	18	<p>The agency should not have been blacklisted / debarred by any Central /State Government / Public Sector Undertaking in India or not involved in any major litigation that may have impact or compromise the delivery of services required. Undertaking by Agency should be submitted.</p>	<p>Request to amend the clause as under:</p> <p>To the best of its knowledge, belief and as on date, DTTILLP is not blacklisted / debarred by any Central /State Government / Public Sector Undertaking in India nor involved in any such major litigation that adversely impacts or compromises the delivery of services required.</p>	<p><b>Refer Corrigendum 2</b></p>
27	20	<p>VI. Evaluation criteria 2.1B Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</p>	<p>Can projects be repeated across the seven groups or do we need unique projects across all groups?</p>	<p><b>Yes, they can be repeated.</b></p>

28	21	VI. Evaluation Criteria 2 Evaluation will be based on the quality of the technical submission and the presentation to the technical committee.	We understand that there will a presentation along with the bid, what will be the breakdown of marks for the presentation?	<b>Refer Technical Evaluation Criteria at p. 19-26 of RFP document.</b>
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29	22	<p>VI. Evaluation criteria 2.3 Project team and experts' qualifications and competence for the assignment</p> <p>Evaluation will be based on the CVs of the key personnel and experts, experience and academic qualifications will be considered.</p> <p>In addition, interaction with the key personnel — Project Lead, Technical Consultants, On-site Consultants — during the bid presentation will be used for evaluation</p>	<p>Can the same key personnel and experts be proposed for more than one group at a time or do we need a unique team for each group?</p> <p>Assuming the consulting firm wins Group A and Group C and there are common resources in both the groups, it is requested that CBC waive off resource replacement cost in such cases. This is because if the consulting firm is bidding for seven groups, then the firm will have to propose 49 full time resources, which will be a challenge.</p>	<p>Minimum 13 CVs are required (Project lead may be common) as maximum 2 groups will be allotted to each bidder on the basis of the combined evaluation by the committee members</p> <p>As long as the resources are from within the list of submitted CVS, no replacement cost shall be levied at the time of issuance of work order.</p>
30	22	<p>VI. Evaluation criteria 2.3 Project team and experts' qualifications and competence for the assignment</p>	<p>A team of 7 experts is required for each group: The project lead, 3 Technical Consultants (to be on bidders' payroll), and 3 Associate Consultants. Will 7 experts be adequate for such extensive scope of work?</p> <p>It is recommended that the team size be increased according to the number of departments/ministries in each group along with the timelines.</p> <p>Please note, as we increase the team size and timelines, the cost will subsequently increase.</p>	<p><b>No change in this clause</b></p>

31	23	<p>VI. Evaluation criteria 2.3 Project team and experts' qualifications and competence for the assignment</p> <p>Project Lead</p> <ul style="list-style-type: none"> <li>- Minimum of 20 years of overall experience with increasing levels of responsibility</li> <li>- Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation / operating model / business process transformation change management</li> </ul>	<p>It is suggested that the experience of the three levels of consultants be modified to</p> <p>Project Lead: 15 years of minimum experience for minimum mark (and additional 2 marks for 3+ years of experience over and above the minimum experience)</p>	<p><b>Refer corrigendum 2</b></p>
32	23	<p>VI. Evaluation criteria 2.3 Project team and experts' qualifications and competence for the assignment</p> <p>Technical Consultants</p> <p>Technical consultants proposed by the bidder should have an undergraduate degree and experience in relevant fields and a minimum work experience of 10 years (not including internships)</p>	<p>It is suggested that the experience of the three levels of consultants be modified to</p> <p>Technical Consultants: 7 years of minimum experience for minimum mark (and additional 2 marks for 3 years of experience over and above the minimum experience)</p>	<p><b>No change in this clause</b></p>
33	24	<p>VI. Evaluation criteria 3 All Technical consultants should be on the bidder's payroll at the time of submission of the bid</p>	<p>It is suggested that CBC allows inclusion of external experts in the core deployable team?</p>	<p><b>Refer Corrigendum 2</b></p>



34	25	VI. Evaluation criteria: 2: Associate Consultants: Minimum 3 Resources are to be deployed.	Is this depending on the group. Because of the quantum of work in the various groups possibly being different, if we project more team members, then the price would also vary accordingly. It is suggested that the CBC team help fix a standard number.	<b>No change in this clause.</b>
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35	25	<p>VI. Evaluation criteria 2.3 Project team and experts' qualifications and competence for the assignment</p> <p>Associate Consultants Minimum 3 Resources are to be deployed. The team of consultants should have an undergraduate degree and experience in relevant fields and a minimum work experience of 4-6 years.</p>	<p>It is suggested that the experience of the three levels of consultants be modified to</p> <p>Associate Consultants: 4 years of minimum experience for minimum mark (and additional 2 marks for 2 years of experience over and above the minimum experience)</p>	<p><b>No change in this clause</b></p>
36	27	<p>VII. Financial Bid 3.Award of Contract Bidders need to submit separate financial bid and Technical bid for each of the 7 groups</p>	<p>Is it mandatory for a bidder to submit a bid for all seven groups? OR can we submit the bid for select set of groups?</p>	<p><b>Refer corrigendum 2</b></p>
37	39	<p>Annexure 1 Details of the different groups for which bids are invited</p>	<p>Each group is of different size and the number of ministries / departments in the group are different. The amount of work would then vary between the groups. Please provide the details on coverage for each group.</p>	<p><b>No change in this clause</b></p>
38	70	<p>Commencement, completion, modification and termination of contract 1.2.5 Force Majeure Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p>	<p>Request to specifically add Covid-19 pandemic, it's subsequent variants or any other pandemic specifically in the examples given.</p>	<p><b>Refer corrigendum 2</b></p>

39	74	<p>General Provisions 1.4.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by CBC, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC)</p>	<p>Request to amend the clause as under:  Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC)</p>	<p><b>No change in this clause</b></p>
40	74	<p>General Provisions 1.4.8 (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to CBC, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.</p>	<p>Request to amend the clause as under:  The Consultant shall furnish to CBC copies of the insurance certificates as evidence that the insurance premium have been paid in respect of such insurance.</p>	<p><b>No change in this clause</b></p>
41	74	<p>General Provisions 1.4.8 (iv) the insurance policies so procured shall mention CBC as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	<p>Request to remove this clause</p>	<p><b>No change in this clause</b></p>

42	77	<p>There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.</p>	<p>Request to amend the clause as under:  To the best of its knowledge, belief and as on date, there are no such material actions, suits, proceedings, or investigations pending against it at law or in equity before any court or before any other judicial, quasi- judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract and restricts the performance by the Consultant of its services under the Contract.</p>	<p><b>No change in this clause</b></p>
43	81	<p>General Provisions 1.4.8 Risks and coverage (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p>	<p>Request to remove this clause</p>	<p><b>No change in this clause</b></p>
44	81	<p>General Provisions 1.4.8 (b) Third Party liability insurance with a minimum coverage, for Rs.1,00,00,000/- (Rupees one crore) for the period of consultancy.</p>	<p>While the clause states minimum coverage, since this insurance is obtained at a firm level, we request the client to change this amount to match the value of the contract.</p>	<p><b>No change in this clause</b></p>

45	81	<p>General Provisions 1.4.8 (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p>	<p>Request to amend the clause as under:  (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract.</p>	<p><b>No change in this clause</b></p>
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46	81	<p>General Provisions 1.4.8 (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p>	<p>Request to amend the clause as:  (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</p>	<p><b>No change in this clause</b></p>
47	81	<p>General Provisions 1.4.8 (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p>	<p>Since the Personal Medical Insurance cover varies based on the size of the employee's family and Personal Accident Insurance cover varies based on the designation of the employee, we recommend you to take into account the differences that can arise.</p>	<p><b>No change in this clause</b></p>

48	81	General Provisions 1.4.8 Any other insurance that may be necessary to protect CBC, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	We request removal of this clause. This is beyond the scope of work.	<b>No change in this clause</b>
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S. No.	Clause No. and Page	Clause of the RFP	Clarification required	Remarks
1	II, 1.2, Page 10	<p>Scope Of Work</p> <p>1.2 Sectoral technology roadmap</p> <p>1.2.1 Identify the key technology trends that impact the sector that relates to the functioning of the department and identify the challenges and opportunities therein.</p>	<p>Given the limited duration of the assignment and the vastness of the research on technology trends, we propose that the research will be limited to key megatrends impacting the sector. Also, the research will be based on data and reports publicly available (secondary research). Please confirm if our understanding is correct.</p>	<p>Understanding is correct.</p>
2	II, 2.1, Page 10	<p>Scope Of Work</p> <p>2.1 Review of organizational structure in detail up-to the lowest department functionary</p> <p>2.1.1 Identify or create current organogram of the department</p> <p>2.1.2 Identify roles, responsibilities, and activities of each position within the department.</p> <p>2.1.3 Identify required domain, functional, and behavioral competencies for each designation - to be conducted jointly with the department.</p>	<p>Kindly define the term "lowest department functionary". As per our understanding, the expectation is to develop the existing departmental organogram from Secretary to an Assistant Section Officer. Please confirm if our understanding is correct.</p> <p>Kindly clarify if preparation of Job Descriptions will also be part of the scope.</p> <p>Kindly also clarify in case any "Advisory" posts are required to be covered as part of the scope.</p>	<p>All Employees of MDO</p> <p>No, preparation of Job Description will not be part of the scope.</p> <p>All Employees of MDO</p>



3	II, 2.2, Page 10	<p>Scope Of Work</p> <p>2.2 Competency assessment across lines of services</p> <p>2.2.1 Assess the current competency (knowledge, skills, and attitude) gaps for each employee within the department with details on basic, intermediate, and advanced competencies.</p>	<p>Based on our understanding, assessment of competency gaps will include conducting interviews, focused group discussions and inputs from surveys only. Please confirm if our understanding is correct.</p>	<p>Understanding is correct</p>
4	II, 3.1, Page 11	<p>Scope Of Work</p> <p>3.1 Identification of processes and procedural barriers in consultation with division / cell heads</p>	<p>We understand that organizational diagnostic will be limited to the parent department only. Directorates / Agencies / Organizations aligned to the parent department is out of scope of the assignment. Please confirm.</p>	<p>Understanding is correct</p>

5	II, 3.3, Page 11	<p>Scope Of Work</p> <p>3.3 Assess the capacity of the organizational structure and its human resource and propose changes to HR policy and other human resource enabling policies to increase organizational capacity.</p>	<p>Under this activity we understand that recommendations on organizational reporting structure needs to be provided. Please confirm.</p> <p>We understand that Workforce deployment will not be part of the current scope. Kindly confirm if our understanding is correct.</p> <p>Kindly specify the HR policies which are required to be reviewed for increasing organizational capacity of the department.</p>	<p>Understanding is correct</p> <p>Understanding is correct</p> <p>All Applicable HR policies.</p>
6	II, 4.4, Page 12	<p><b>Scope Of Work</b></p> <p>4.4 Strategy for enabling department procedures and processes:</p> <p>4.4.1 Identify institutional structure and arrangements for implementing the Annual Capacity Building Plan vis-à-vis resources, accountability, supervision, and staff roles &amp; responsibilities.</p>	<p>Kindly specify the expectation for the referred clause.</p> <p>Kindly specify the processes which are required to be reviewed. This will help us in estimating the overall effort required.</p> <p>Based on our understanding, the expectation is to identify &amp; suggest a structure and associated roles of responsibilities for implementing the capacity building plans for the department. Please confirm if our understanding is correct.</p>	<p>No change in this clause.</p>

7	III, Page 12	<p>Duration of the Consulting Agency's engagement:</p> <p>The Consulting Agency will be engaged for this assignment for a period of 24 weeks (6 months). The duration of the assignment may be extended at the discretion of CBC/Department(s), on pro-rata basis depending on additional time and resources required to facilitate in the preparation, monitoring, and implementation of the Annual Capacity Building Plan of the Department(s)</p>	<p>Based on our experience of conducting assignments of similar size and nature, it involves discussions, meetings with a large and varied group of stakeholders along with significant research efforts. Although several activities will run in parallel, interlinkages shall exist within the outcomes of each activity which will in turn impact the timelines of the defined milestones. Given the breadth and coverage of the scope articulated in the RFP and the effort required, we request you to please consider extending the duration of the assignment from 6 months to 12 months. This will ensure comprehensive attainment of project objectives and enable the intended transformation of the department (s).</p>	<b>No change in this clause</b>
8	VI, Page 19	<p>Consulting experience</p> <p>1. Minimum</p> <p>Evaluation criteria: Only completed projects will count</p>	<p>We would request you to please consider ongoing as well as completed assignments.</p> <p>In addition, for certain projects, completion certification is not issued by the client. Request you to kindly accept self-authorization by the Engagement Partner on completion status supported by work-orders.</p>	No change in this clause

9	VI, Page 20	<p>Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP:</p> <p>2. Technical Evaluation criteria: Only completed projects will count</p>	<p>We would request you to please consider ongoing as well as completed assignments.</p> <p>In addition, for certain projects, completion certification is not issued by the client. Request you to kindly accept self-authorization by the Engagement Partner on completion status supported by work-orders.</p>	No change in this clause
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10	Annexure I, Page 39	<p>Bidders need to submit separate financial bid and Technical bid for each of the 7 groups (As in Annexure-1). A separate ranking for each group is arrived at as described above. H1 would be calculated based on Technical Score and Financial Score for each group as described in VI (3) above. In effect there will be 7 Technical scores and Financial Scores. No Bidder will be awarded more than 2 groups</p>	<p>In Annexure I, the following departments are highlighted under Group A to Group E:</p> <ul style="list-style-type: none"> <li>• Group A Governance - Department of Personnel and Training (Karmik aur Prashikshan Vibhag)</li> <li>• Group B Health, Pharma, Science and Technology - Department of Science and Technology (Vigyan aur Praudyogiki Vibhag)</li> <li>• Group C Infra, chemicals, heavy industries and mines - Ministry of Civil Aviation (Nagar Vimanan Mantralaya)</li> <li>• Group D Rural and welfare - Department of Social Justice and Empowerment (Samajik Nyaya aur Adhikarita Vibhag)</li> <li>• Group D Rural and welfare - Ministry of Labour and Employment (Shram aur Rozgar Mantralaya)</li> <li>• Group E Foreign and Security - Department of Defence (Raksha Vibhag)</li> </ul> <p>2 Department has been highlighted under Group D and no departments have been highlighted in Group F and G. Request to provide clarification on department to be covered under each group.</p>	<p style="text-align: center;">Refer Annexure 1 of Corrigendum 2</p>
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11	Notice Inviting Tender (Page 2)	Last date and time of submission of bids	We would request you to please consider extending the timeline of submission of the bids by 10 working days from issuance of pre bid clarification. This will help us in obtaining necessary administrative approvals and making the submission successfully.	Refer Corrigendum 1
12	Notice Inviting Tender (Page 2)	Pre bid meeting date and time 10.06.2022 at 12:00 hours Venue will be  Capacity Building Commission  22 <sup>nd</sup> Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi, 110001	We would kindly request you to please share a virtual meeting link as well to enable a few team members to join the meeting.	Refer Pre Bid meeting Notice
13	VI, Page 22	2. Technical Evaluation criteria:  Project team and experts' qualifications and competence for the assignment	Kindly clarify if the team members are expected to be on the payroll of the organization.  In addition, kindly clarify if "Project Lead" can be common for the 2 assignments (for 2 MDOs).	Refer Corrigendum 2

RFP Reference(s) (Section & Page Number(s))	Content of Request for Proposal requiring Clarification(s)	Points of Clarification/ Amendments Requested	Remarks
<p>Clause no. VI - Evaluation Criteria – point no. 1. – Minimum qualification (eligibility) Criteria – Point no. 4 (Pg. No. 18)</p>	<p><b>4. Consulting experience</b></p> <p>The Consulting Agency Bidder should have directly provided management consulting/ HR consulting services to Indian Public Sector organizations/ ministries/ departments/ enterprises/ undertakings in projects covering one or more of the following areas: strategy and vision/ policy formulation and implementation/ business model/ business process/ organization restructuring.</p>	<p>We request that this clause be re-written as the following:-</p> <p>The Consulting Agency Bidder should have directly provided management consulting/ HR consulting services to Indian Public Sector organizations/ ministries/ departments/ enterprises/ undertakings/ Donor or Multi-Lateral Agency Funded projects with State or Central Govt./ State Governments in projects covering one or more of the following areas: strategy and vision/ policy formulation and implementation/ scheme &amp; program implementation/ business model/ business process/ organization restructuring.</p>	<p><b>Refer corrigendum 2</b></p>

<p>Clause no. VI - Evaluation Criteria – point no. 1. – Minimum qualification (eligibility) Criteria – Point no. 4 (Pg. No. 19)</p>	<p>Consulting Agency Bidder should be able to submit documentary evidence of executing at least 3 such projects with the following conditions met in at least one of the 3 projects</p> <ul style="list-style-type: none"> <li>• Start date inside last 5 years from issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crore (if Indian project) in fees payable to the Consulting Agency Bidder</li> </ul>	<p>We request that the following conditions are to be met in at least one of the 3 projects and we propose those to be read as:-</p> <ul style="list-style-type: none"> <li>• Start date inside last 7 years from issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crore (if Indian project) in fees payable to the Consulting Agency Bidder</li> </ul>	<p>Refer Corrigendum 2</p>
<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 1A (Pg. No. 19)</p>	<p>1A. Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</p> <p>Consulting Agency Bidder should have directly provided management consulting/ HR consulting services to Indian Public Sector organizations ministries/ departments/ enterprises/</p>	<p>We request that this clause be re-written as the following:-</p> <p>The Consulting Agency Bidder should have directly provided management consulting/ HR consulting services to Indian Public Sector organizations/ ministries/ departments/ enterprises/ undertakings/ Donor or Multi-Lateral Agency Funded projects with State or Central Govt./ State Governments in projects covering one or</p>	<p><b>Refer Corrigendum 2</b></p>



	<p>undertakings in projects covering one or more of the following areas: strategy and vision/ capacity building/ project management/ program Management/ policy formulation and implementation/ business model/ business process/ organization restructuring.</p>	<p>more of the following areas: strategy and vision/ policy formulation and implementation/ scheme &amp; program implementation/ business model/ business process/ organization restructuring.</p>	
<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 1A (Pg. No. 20)</p>	<p>1A. Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP Note:</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 5 years from the issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract.</li> <li>• Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects.</li> <li>• The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</li> </ul>	<p>We request that the Note section of this criteria be re-written as the following:-</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 7 years from the issue date of this RFP</li> <li>• Ongoing projects will also be considered as these are large scale in nature and span across multiple years of delivery. Only those ongoing projects that have at least run for more than 1 year should be considered.</li> <li>• The minimum fees for each project shall be as per the following matrix and shall add up to a maximum of 20 marks for this criteria in its entirety:- <ul style="list-style-type: none"> <li>o No. of Projects with fee greater than INR 5 crores payable to the Consulting Agency Bidder at the time of award of contract – Not more than 5 projects (2 marks per project)</li> <li>o No. of Projects with fee greater than INR 2 crores payable to the Consulting Agency Bidder at the time of award of contract – Not more than 5 projects (2 marks per project)</li> </ul> </li> <li>• Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects. The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</li> </ul>	<p><b>Refer Corrigendum 2</b></p> <p><b>No change in this clause</b></p> <p><b>Refer Corrigendum 2</b></p>

<p>Clause no. VI – Evaluation Criteria - point no. 2. –</p> <p>Technical Evaluation Criteria – point no. 1B (Pg. No. 20)</p>	<p>1B. Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</p> <p>Two detailed case studies where the Consulting Agency/ Bidder has directly provided management consulting/ HR consulting services the to Indian Public Sector organizations/ ministries/ consulting departments / enterprises / undertakings in projects covering one or more of the following firm) relevant areas: strategy and vision/ policy formulation/ business model / business process/ RFP organization restructuring/ HR respectively.</p>	<p>We request that this clause be re-written as the following:-</p> <p>Two detailed case studies where the Consulting Agency Bidder has directly provided management consulting/ HR consulting services to Indian Public Sector organizations/ ministries/ consulting departments/ enterprises/ undertakings/ Donor or Multi-Lateral Agency Funded projects with State or Central Govt./ State Governments in projects covering one or more of the following relevant areas: strategy and vision/ policy formulation/ scheme &amp; program implementation/ business model/ business process/ organization restructuring/ HR.</p>	<p><b>Refer Corrigendum 2</b></p>
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<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 1B (Pg. No. 21)</p>	<p>1B. Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 5 years from the issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract.</li> <li>• Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects.</li> <li>• The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</li> </ul>	<p>We request that the Note section of this criteria be re-written as the following:-</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 7 years from the issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract.</li> <li>• Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects.</li> <li>• The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</li> </ul>	<p><b>Refer Corrigendum 2</b></p>
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<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 3 (Pg. No. 22)</p>	<p>Project team and experts' qualifications and competence for the assignment - Evaluation will be based on the CVs of the key personnel and experts, experience and academic qualifications will be considered. In addition, interaction with the key personnel — Project Lead, Technical Consultants, On-site Consultants — during the bid presentation will be used for evaluation.</p>	<p>Clarification is sought here on whether sperate CVs of 7 experts are to be provided for each group that one Bidder submits their bid for. So if for instance, a bidder is submitting 7 separate Technical Proposal for 7 groups, then 7 separate sets of CVs would be required. Kindly clarify.</p>	<p><b>Refer Corrigendum 2</b></p>
<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 3 (Pg. No. 23)</p>	<p>Project team and experts' qualifications and competence for the assignment.</p> <p>Project Lead - Should have postgraduate professional qualification in business management and Organisation &amp; Method Analysis.</p>	<p>Regarding the educational qualification requirement for the Project Lead we request that the postgraduate qualification required may be in any relevant field as per the nature of the RFP.</p>	<p><b>Refer Corrigendum 2</b></p>
<p>Clause no. VI – Evaluation Criteria - point no. 2. – Technical Evaluation Criteria – point no. 3 (Pg. No. 23)</p>	<p>Project team and experts' qualifications and competence for the assignment.</p> <p>Technical Consultants - All Technical consultants should be on the bidder's payroll at the time of submission of the bid.</p>	<p>Provided that Technical Consultants are required for a vast variety of different Ministries/ Portfolios, therefore it is requested that these Technical Consultants are to be associated with the Bidder at the time of submission of bids and need not necessarily be on the payroll. Upon selection of the Bidder, these Technical Consultants shall be moved to the payroll of the Bidder.</p>	<p><b>Refer Corrigendum 2</b></p>
<p>Clause no. VII – Financial Bid – point no. 3 – Award of Contract (Page No. 27)</p>	<p>Bidders need to submit separate financial bid and Technical bid for each of the 7 groups (As in Annexure-1). A separate ranking for each group is arrived at as described above.</p>	<p>Please confirm whether a bidder is allowed to submit technical and financial bids for their choice of no. of groups or it is mandatory to submit bids for all 7 groups separately.</p>	<p><b>Refer Corrigendum 2</b></p>

<p>Clause no. IX (GENERAL INSTRUCTIONS) – Point no. 1 – Right to Reject Any Or All Proposals (Pg. No. 28)</p>	<p>No Consortiums are allowed to bid.</p>	<p>Given the complexities and nature of the RFP, including all the vast Ministries/ Portfolios involved and the segregation of Ministries across 7 groups, it is highly recommended that Consortiums are allowed to bid.</p>	<p><b>No change in this clause</b></p>
<p>Clause no. IX (GENERAL INSTRUCTIONS) – Point no. 5 e) (Pg. No. 30)</p>	<p>To provide prospective applicants reasonable time for taking the corrigendum into account, CBC may, at its discretion, extend the last date for the receipt of RFP proposals which shall again be notified online through CBC's portal <a href="http://www.cbc.gov.in">www.cbc.gov.in</a></p>	<p>Provided that the Pre-Bid meeting is scheduled for 10<sup>th</sup> June 2022, and the corrigendum for addressing pre-bid queries would be issued post this meeting, we request that the current last date of submission of bids be extended by at least to days i.e. 27<sup>th</sup> June 2022 in order for us to submit a comprehensive proposal.</p>	<p><b>Refer Corrigendum 1</b></p>
<p>Clause no. IX (GENERAL INSTRUCTIONS) - point no. 9 (d.) – Terms of Business (Pg. No. 36)</p>	<p>CBC may terminate the contract immediately upon written notice to consultant if: Points i, ii, iii &amp; iv of the RFP document.</p>	<p>Termination rights must be available to the Firm as well in case:</p> <ol style="list-style-type: none"> <li>1. its invoices are not paid on time</li> <li>2. if the Client fails to comply with the terms of the Agreement.</li> </ol>	<p><b>Refer page 72 clause 1.3.2 of the RFP document.</b></p>
<p>Annexure -2 (Page No. 43)</p>	<p>Integrity Pact</p>	<p>We request the Authority to clarify if the bidder is required to submit the Original Signature of the authorized representative with stamp on the Letter Head of the Bidder or one on a plane A4 size sheet.</p>	<p><b>Integrity Pact should be signed on plain paper.</b></p>

<p>Clause no. II. – General conditions of contract (Page No. 73)</p>	<p><b>1.3 Termination</b> <b>b. Obligations of the Consultants</b></p> <p>1.4.2.2 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.</p>	<p>We request you to re-write the statement as follows:</p> <p>Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.</p>	<p><b>No change in this clause</b></p>
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<p>Clause no. II. – General conditions of contract (Page No. 73)</p>	<p><b>b. Obligations of the Consultants</b></p> <p>1.4.3 Confidentiality: The Consultants, their Sub- consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or CBC's business or operations without the prior written consent of CBC.</p>	<p>We request for the inclusion of an exception to this clause as an incorporation, in the event of compelled disclosures.</p>	<p><b>No change in this clause.</b></p>
<p>Clause no. II. – General conditions of contract (Page No. 73)</p>	<p>b. Obligations of the Consultants</p> <p>1.4.4 Consultant's Actions Requiring CBC's Prior Approval: The Consultants shall obtain CBC's prior approval in writing before taking any of the following actions:</p> <p>Point no. 1 as read in the RFP.</p>	<p>This clause suggests that the RFP allows for sub-contracting by the successful Bidder. Therefore, we request that if this be the case, then clarification be provided on whether the credentials or CVs of any sub-consultant of the Bidder may also be considered for evaluation in the Technical Scoring along with the Lead Bidder.</p>	<p><b>Refer Corrigendum 2</b></p>

<p>Clause no. II. – General conditions of contract (Page No. 74)</p>	<p>b. Obligations of the Consultants</p> <p>1.4.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. In the event of any dispute whatsoever in between the consultant and the sub- consultant, CBC shall not be liable in any manner for any liability.</p>	<p>The Liability should be capped to the amount of fee agreed for the assignment.</p>	<p><b>No change in this clause.</b></p>
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<p>Clause no. II. – General conditions of contract</p>	<p>1.12 Miscellaneous 1.12.2 Indemnity: The Consultant agrees to indemnify and hold harmless CBC from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to CBC; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by CBC of a notice of the commencement of any action by a third party, CBC will notify the Consultant of the commencement thereof;</p>	<p>Indemnity must be provided by the Client as well in case of:</p> <ol style="list-style-type: none"> <li>1. third party claims.</li> <li>2. any fraud, misrepresentation or omission of facts by the Client or its personnel.</li> </ol>	<p><b>No change in this clause</b></p>
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	<p>provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to CBC or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which CBC may have at common law, in equity or otherwise.</p>		
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S. No.	Page No.	Clause of the RFP	Clarification required	
1	9	<p><b>Clause II: Scope of work</b> The consulting firm will be required to produce the following deliverables. Each element of the deliverable needs to be drafted in consultation with the respective department they relate to and deliverable will be considered as accomplished only after approval from the said department.</p>	<p>We understand, that there is need for extensive data collection, primary research and interactions with stakeholders, it may be noted that risks associated with this component include (a) risks associated with being responsible for the availability, accuracy, and reliability of the data, (b) being perceived as ratifying/ confirming/ verifying/ certifying the correctness or validity of the data. Please confirm.</p> <p>We understand, that the list of key stakeholders shall be discussed and pre-agreed with the client. Carrying out this scope item will require significant support from the client, extensive discussions with different stakeholders etc. There should be a clear governance mechanism and nodal officers nominated from different functional areas who will be responsible for providing the inputs we require. Please include such assumptions and highlight the dependencies in the proposal. Please confirm.</p> <p>We understand The agency shall not correspond or interact with third parties on behalf of/representing the client. Any such correspondence should ideally be routed through the client and should be as per the directions and with the involvement of the client. Please confirm.</p>	<p><b>The verification/ approval on validity/ authenticity of the data will be under the purview of the respective MDO(s).</b></p> <p><b>Yes, a Nodal Officer will be appointed.</b></p>
2	18	<p><b>Clause 7:</b> Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. The deliverable is for each Ministry /Department and so any delay in this deliverable would attract LD as defined. Only delays attributed to consultant will attract LD. The decision of CBC would be final in this matter in establishing attributability.</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p><b>No change in this clause</b></p>

		The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department.		
3	18	<b>Clause 8:</b> Resource replacement, if any, shall be only with explicit written approval of the Buyer. A penalty of Rs 5 lakh will be imposed for each named resource replacement.	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	<b>Refer Corrigendum 2</b>
4	18	<b>Point 2 at page 18</b> The agency should not have been blacklisted / debarred by any Central /State Government / Public Sector Undertaking in India or not involved in any major litigation that may have impact or compromise the delivery of services required. Undertaking by Agency should be submitted.	The Client is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	<b>Refer to Corrigendum 2</b>
5	18	<b>Clause V. Payment Milestones:</b> 8. Resource replacement, if any, shall be only with explicit written approval of the Buyer. A penalty of Rs 5 lakh will be imposed for each named resource replacement.	We understand for the resource replacement if any due to reasons such as: Medical reasons, death, request by client, resignation the agency shall initiate search for a replacement and ensure reasonable efforts for the role of any key resources is not vacant for a longer duration. We should not be held responsible if the resource replacement if due to above mentioned reasons.  The penalty imposed, if any shall be tightly aligned to a well laid consultative process and ascertaining the cause of the replacement in question	<b>Refer Corrigendum 2</b>

6	18 & 76	<p><b>Clause V. Payment Milestones:</b> 7. Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. The deliverable is for each Ministry /Department and so any delay in this deliverable would attract LD as defined. Only delays attributed to consultant will attract LD. The decision of CBC would be final in this matter in establishing attributability. The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department.</p> <p><b>II. General Conditions of Contract: Clause 1.10 – Liquidated damages</b> Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. The deliverable is for each Ministry /Department and so any delay in this deliverable would attract LD as defined. Only delays attributed to Consultant will attract LD. The decision of CBC would be final in this matter in establishing attributability. The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department.</p>	<p>We understand that the LD imposed, if any shall be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question. The agency shall not be held responsible if the work is delayed due to external factors/ dependencies/ reasons beyond their control.</p>	<p><b>Attributability defined. No change in this clause.</b></p> <p><b>No change in this clause.</b></p>
7	19	<p>VI. Evaluation criteria: 1. Minimum qualification (eligibility) criteria: “Start date must be inside last 5 years from the issue date of this RFP”</p>	<p>We request if this condition may be changed to ‘Completion date must be inside last 5 years from the issue date of this RFP’</p>	<p><b>Refer Corrigendum 2.</b></p>

8	20	<p><b>Technical Evaluation criteria 1A</b> Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations ministries /departments / enterprises / undertakings in projects covering one or more of the following areas: strategy and vision / capacity building/ project management / program Management/ policy formulation and implementation / business model / business process / organization restructuring.</p> <p><b>Marking criteria</b> • <b>2 marks per project</b>; each project to be graded on the basis of the description provided by the Consulting Agency and on the basis of its relevance to the scope outlined in this RFP</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Project showcased in Minimum Qualification criteria can be repeated</li> <li>• Start date must be inside last 5 years from the issue date of this RFP</li> <li>• Only completed projects will count</li> <li>• Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract.</li> <li>• Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects.</li> <li>• The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance</li> </ul>	<p>We understand that ‘services’ is a typo as it may include any type of service delivered in projects. Kindly clarify.</p>	<p><b>Refer Corrigendum 2</b></p>
9	20	<p>Technical Evaluation criteria 1A: “Marking criteria: 2 marks per project; each project to be graded on the basis of the description provided by the Consulting Agency and on the basis of its relevance to the scope</p>	<p>We understand that the documentary evidence for citations include (i) work order / contract copy and (ii) completion certificate / self-certificate by bidder. Kindly clarify.</p>	<p><b>Only Work Understanding is correct. Format (Annexure-8 of RFP) may be referred. Bidder need to provide documentary evidence for citations which may include copy of work order / contract or completion certificate. Self-certificate by bidder will not be accepted.</b></p>

		outlined in this RFP"		
10	20	Technical Evaluation criteria 1A: "Start date must be inside last 5 years from the issue date of this RFP"	We request if this condition may be changed to 'Completion date must be inside last 5 years from the issue date of this RFP'	<b>Refer Corrigendum 2</b>
11	20	Technical Evaluation criteria 1A: "Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract".	We request that the contract value may include the total value of the fee payable to Consulting Agency Bidder at the time of award of contract <b>and project extensions</b>	<b>Refer Corrigendum 2</b>
12	20	Technical Evaluation criteria 1A: Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations ministries /departments / enterprises / undertakings in projects covering one or more of the following areas: strategy and vision / capacity building/ project management / program Management/ policy formulation and implementation / business model / business process / organization restructuring. Marking criteria: 2 marks per project; each project to be graded on the basis of the description provided by the Consulting Agency and on the basis of its <b>relevance to the scope</b> outlined in this RFP"	We understand that 'relevance to the scope' will include management consulting/HR consulting services to Indian Public Sector organizations ministries /departments / enterprises / undertakings in projects covering one or more of the following areas: strategy and vision / capacity building/ project management / program Management/ policy formulation and implementation / business model / business process / organization restructuring. Kindly clarify.	Understanding is correct.

13	21 & 20	<p><b>Technical Evaluation criteria 2: Adequacy and quality of the proposal in response to the scope of work outlined in this RFP.</b></p> <p>Evaluation will be based on the quality of the technical submission and the presentation to the technical committee. The bidder must demonstrate the following:  - Demonstration of successfully working in transformation/organization change in Indian public sector organizations/ministries/departments</p> <p><b>Technical Evaluation criteria 1B: Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</b></p> <p>Two detailed case studies where the Consulting Agency/Bidder has directly provided management consulting/HR consulting services to Indian Public Sector organizations/ ministries/ consulting departments / enterprises / undertakings in projects covering one or more of the following firm) relevant areas: strategy and vision / policy formulation/ business model / business process / RFP organization restructuring/ HR respectively.</p>	<p>Please clarify how the "Demonstration of successfully working in transformation/organization change in Indian public sector organizations/ministries/departments" is different from the "case studies to be submitted as part of 1(B)"</p>	<p><b>Impact of project after implementation of suggestions.</b></p>
14	22	<p><b>Technical Evaluation criteria 3</b></p> <p>Evaluation will be based on the CVs of the key personnel and experts, experience and academic qualifications will be considered. In addition, interaction with the key personnel — Project Lead, Technical Consultants, On-site Consultants — during the bid presentation will be used for evaluation</p>	<p>We believe that the attendance of all proposed resources (across groups) during the bid presentation at the same time will be difficult. Hence, we request if this condition be relaxed and evaluation may be carried out only on the basis of CV.</p>	<p><b>No change in this clause</b></p>
15	22	<p>Technical Evaluation criteria 3: Minimum of 20 years of overall</p>	<p>We request if this condition may be revised to: "Minimum of 15 years of overall experience with</p>	<p><b>Refer Corrigendum 2</b></p>



		experience with increasing levels of responsibility	increasing levels of responsibility"	
16	22 & 59	<p><b>Technical Evaluation criteria 3: Project team and experts' qualifications and competence for the assignment</b></p> <p>Evaluation will be based on the <b>CVs of the key personnel and experts</b>, experience and academic qualifications will be considered. In addition, interaction with the key personnel — Project Lead, Technical Consultants, On-site Consultants — during the bid presentation will be used for evaluation</p> <p>Annexure 9: CVs of Project Lead/Technical Consultants/Associate Consultants</p>	We understand that CVs of a few resources can be proposed in more than one technical proposal across groups. Kindly clarify.	<b>Refer Corrigendum 2</b>
17	23	<p><b>Technical Evaluation criteria 3: Project Lead (1 Lead x 9 marks = 9 marks)</b></p> <ul style="list-style-type: none"> <li>• <b>Should have postgraduate professional qualification in business management and Organisation &amp; Method Analysis.</b></li> <li>• Minimum of 20 years of overall experience with increasing levels of responsibility</li> <li>• Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation / operating model / business process transformation change management</li> </ul>	We believe that for Project lead educational qualification of postgraduate in business management and Organisation & Method Analysis will restrict capable and more experienced resources. Hence, we request if this condition may be relaxed to: Postgraduate professional qualification in business management / IT / HR / Marketing / Finance	<b>No change in the clause</b>
18	24	<p><b>Technical Evaluation criteria 3: Technical Consultants Experience more than 3 years than the minimum overall – 2 marks maximum</b></p>	We request you to kindly change this evaluation criteria to: 'Experience more than 2 years than the minimum overall – 2 marks maximum'	<b>No change in the clause</b>

19	25	<b>Technical Evaluation criteria 3:</b> Associate Consultants Breakdown of marks: Adequacy for the Assignment (relevant experience in the sector/similar assignments) Minimum <b>2 years above minimum experience as specified above – 2 mark</b>	We understand that for Associate Consultants, 2 marks will be awarded if the experience is 6 yrs or more. Kindly clarify.	<b>Understanding is correct</b>
20	26	<b>Technical Evaluation criteria 3:</b> Associate Consultants (3 Consultants x 4 marks) =12 marks • A team of consultants having experience of working in the areas of strategy and vision / policy formulation and implementation / business model / business process / organization restructuring / <b>HR Management capacity building</b> to be deployed on site.	We understand that this is HR Management / capacity building. Kindly clarify.	Understanding is correct
21	31	Cover 2 - Pre-Qualification Bid Format: "Bidder should be able to submit documentary evidence of executing at least 3 such projects with the following conditions met in at least one of the 3 projects"	We understand that the documentary evidence for citations include (i) work order / contract copy and (ii) completion certificate / self-certificate by bidder. Kindly clarify.	<b>Only Work Understanding is correct. Format (Annexure-8 of RFP) may be referred. Bidder need to provide documentary evidence for citations which may include copy of work order / contract or completion certificate. Self-certificate by bidder will not be accepted.</b>
22	37	<b>Terms of Business Clause 9 (f)</b> In the course of providing the Services Consultant will be privy to information of a confidential nature relating to CBC and Consultant may learn confidential information CBC business, systems of work and other confidential information. Consultant agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that consultant will not disclose such information to any third party except to the extent required by law and that consultant will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:  <i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i>	<b>No change in the clause</b>

		obligations placed upon us by the contract as if consultant were a party to the contract in CBC place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to consultant by a third party who is not subject to any restriction on disclosure.	
23	37	<p><b>Terms of Business Clause 9 (f)</b></p> <p>In the course of providing the Services Consultant will be privy to information of a confidential nature relating to CBC and Consultant may learn confidential information CBC business, systems of work and other confidential information. Consultant agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that consultant will not disclose such information to any third party except to the extent required by law and that consultant will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if consultant were a party to the contract in CBC place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to consultant by a third party who is not subject to any restriction on disclosure.</p>	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p><i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i></p> <p><b>No change in the clause</b></p>

24	38 & 74	<p><b>Clause 9 (i):</b> Consultant is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement</p> <p><b>Clause 1.4.6:</b>Documents Prepared by the Consultants to be the Property of CBC: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of CBC, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to CBC, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.</p>	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	<p><b>No change in the clause</b></p>
25	56	<p><b>Annexure 6 Point 4</b> Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.</p>	<p>The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid.</p>	<p><b>Refer Corrigendum 2</b></p>
26	63	<p><b>Annexure 11: Commercial Bid Format Proposal</b> Break up of Cost at SI A.</p>	<p>We understand that a column for the number of resources (B) needs to be inserted in the financial bid proposal format and the cost without taxes should be <math>A*B*C</math>. Kindly clarify.</p>	<p><b>Understanding is correct. Refer Annexure 3 of Corrigendum 2.</b></p>
27	68	<p><b>Clause 1.1.5 Location:</b> The Services shall be performed at such locations as the CBC may approve.</p>	<p>Please clarify whether on-site deployment of only associate consultants (and not project lead and technical consultants) is required. If yes, please confirm the location of on-site deployment</p>	<p><b>Understanding is correct, Location will be as per MDO.</b></p>

28	72 & 78	<p><b>Clause 1.3.3: Cessation of Rights and Obligations</b>  Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause 1.4.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of CBC and (v) any right which a Party may have under the Applicable Law.</p> <p><b>Clause 1.12.5: Survival</b>  Termination of the Contract (a) shall not relieve the Consultant or CBC of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.</p>	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	<p><b>No change in this clause</b></p>
29	73	<p><b>Obligations of the Consultants Clause 1.4.3</b>  Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this</p>	<p>We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	<p>No change in this clause</p>

		Contact or CBC's business or operations without the prior written consent of CBC.	
30	74	<p><b>Clause 1.4.8:</b> Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by CBC, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to CBC, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, CBC will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts</p>	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p> <p><b>No change in this clause</b></p>

		<p>on demand by CBC. (iv) the insurance policies so procured shall mention CBC as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.</p>	
31	77	<p><b>Clause 1.12.2</b>  Indemnity: The Consultant agrees to indemnify and hold harmless CBC from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to CBC; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by CBC of a notice of the commencement of any action by a third party, CBC will notify the</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>
			No change in this clause

		Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to CBC or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which CBC may have at common law, in equity or otherwise.		
32	80-81	<b>III. Special Conditions of Contract Clause 1.4.1(a)</b> Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to CBC's property, shall not be liable to CBC:	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	<b>No change in this clause.</b>
33	81	<b>III. Special Conditions of Contract Clause 1.4.1 (a) (ii)</b> For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	Client is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.  The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	<b>No change in this clause.</b>



34	81	<b>III. Special Conditions of Contract Clause 1.4.1 (b)</b>	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	<b>No change in this clause.</b>
35	81 & 82	<p><b>Clause 1.7:</b> Consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report. The relevant core staff of the consultant will be required to give a presentation to CBC regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of CBC shall be incorporated in the scheduled deliverable.</p> <p><b>Clause 1.7.1:</b> Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.</p>	There is no acceptance criteria mentioned in the RFP. If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time.	No change in this clause
36	NA	No clause in RFP	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	Refer Page 77 Clause 1.12.2 of the RFP document.
37	NA	No clause in RFP	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its	Refer Page 77 Clause 1.12.2 of the RFP document.

attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).

38	NA	No clause in RFP	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	No change in this clause
39	NA	No clause in RFP	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	<b>No Change</b>
40	NA	No clause in RFP	<p>Please extend the bid submission deadline by 3 weeks from the date of issuance of clarifications to pre-bid queries.</p>	<b>Refer Corrigendum 1</b>

S.N	Page	Clause of the RFP	Clarification required	Remarks
1	73	<p>1.4.4</p> <p>(i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall be prior approved by CBC and</p> <p>(iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price</p>	<p>We understand from Clause 1.4.4. (1) i. that selection of the Sub consultant should be prior approved by CBC. Please clarify the evaluation criteria that will be used to ascertain the credentials of the sub-consultant.</p>	<p><b>Refer Corrigendum 2</b></p>
2	73	<p>1.4.4 (i) and (iii) as above</p>	<p>Will the subconsultants credentials contribute to the technical and financial evaluation of the bid? Please specify the criteria for the same.</p> <p>Will CBC consider widening this limit for subconsultants?</p>	<p><b>Sub-contracting is not allowed. Refer Corrigendum 2.</b></p>
3	28	<p>IX 1. No Consortiums are allowed to bid</p>	<p>Will CBC reconsider this clause and allow consortiums to bid for the project?</p>	<p><b>No change in this clause.</b></p>
4	22	<p>2. Technical Evaluation Criteria</p>	<p>We understand that the highest share of marks (45 marks out of 100) is allocated to project team experts' qualifications and competence. Please clarify whether qualifications and competence of sub-consultant will be separately assessed? What is the methodology to evaluate the competence of sub-consultant and</p>	<p><b>Sub-contracting is not allowed. Refer Corrigendum 2.</b></p>

			marking system for the same?	
5	19	<p>VI. 1</p> <p>Each project must be greater than INR 5 crore (if Indian project) in fees payable to the Consulting Agency Bidder.</p>	Does this criteria also cover equivalent global experience?	<b>Only Indian projects will be considered.</b>
6	9, 18 and 76	<p>General conditions of Contract for Consultants</p> <p>1.10- Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work.</p> <p>And</p> <p>9. Terms of Business c.) successful Bidder shall at his own expense submit to Capacity Building Commission an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) for an amount equivalent to 3% of total contract</p> <p>And</p> <p>Payment Milestone (8.) A penalty of Rs 5 lakh will be imposed for each named resource replacement.</p>	Please clarify whether these three clauses apply only to consultant? If yes, please clarify what are the implications for the sub-consultant? If no, please clarify the exact terms of business for both consultant and sub-consultant for all three clauses.	<b>Sub-contracting is not allowed. Refer Corrigendum 2.</b>

6	12	<p>IV</p> <p>Deliverable 4: Hand holding the Department for completion of identified training</p> <p>interventions for 20% of proposed staff strength identified to undergo training</p>	<p>As per Payment Milestones, 25% of payment is linked with this deliverable.</p> <p>Please elaborate this deliverable in terms of</p> <ul style="list-style-type: none"> <li>-Exact nature of handholding support expected</li> <li>-The resourcing requirements from the consultant</li> <li>- Tentative expanse of geographical area and timeline for handholding support</li> <li>- average staff strength of the departments mentioned in each group</li> </ul>	<p><b>Handholding entails course and content identification, identifying training partner institute, non-training intervention identification, helping MDO create proposals and similar activities.</b></p> <p>As mentioned in the tender document.</p> <p>As per location of MDO (List attached in Annexure 1 of Corrigendum 2)</p> <p>Please refer to website of the respective MDOs.</p>
7	10	<p>2.2.1 Assess the current competency (knowledge, skills, and attitude) gaps for each employee</p> <p>within the department with details on basic, intermediate, and advanced competencies.</p>	<p>We understand that a competency assessment of each employee within the department i.e.—Central Ministry level employee, and not State-District-ULB/ Village level is to be conducted. Please confirm whether our understanding is correct.</p>	<p>Competency assessment of each unique role within the MDO is expected from the consultant.</p>
8	18	<p>Payment Milestone</p> <p>9. Expenses incurred by the Consulting Agency on Travel out of NCR Delhi would be reimbursed at actuals by the Buyer separately in the form of TA / DA subject to the travel having been undertaken with prior approval of Buyer.</p>	<p>Please clarify the travel requirements envisaged under the project outside NCR Delhi in terms of</p> <ul style="list-style-type: none"> <li>- Tentative geographical locations</li> <li>- Tentative no. of visits and duration</li> </ul>	<p><b>The travel requirement shall be as per the requirements of the respective MDOs.</b></p>