

## Summary of queries / suggestions from Proposed Bidders and Clarifications thereof

Sr. No	Queries / Suggestions by Proposed Bidders	Relevant Para of the ToR	Proposed clarification
1	The initial contract period would be for a period of 3 years which is extendable for a further period of 2 years. In case of such contract extension beyond initial contract period of 3 years, we request that annual escalation as per CPI index should be applicable for per Person-day rates for the extended period.?	3(h)	This clause is enabling clause which provides for extension of empanelment agreement by further two years. The decision regarding rates to be offered and approved in case of such extension will be decided at the time of such extension of empanelment agreement, if any. In any case, such extension will be effected only if agreed by both the concerned parties.
2	It is requested to provide clarity on the following: What would be the basis of grouping the resources? • Will the grouping of resources be solely based on number of years of professional experience or any other criteria? • We understand that Consultant is expected to necessarily offer resources in all 3-4 groups. It is our understanding that if consultant does not offer resources in any group then, it will not be considered for empanelment. Request to confirm our understanding. • Request to provide clarify on the mechanism/illustration for determining the composite rates. Further, request to confirm that composite rate shall be determined only for the purpose of evaluation and offered rate for concerned resource would be considered for the purpose of payment.	4.6 & 4.7	<b>With regard to technical evaluation of resource persons offered following clause is inserted as Clause 4.4.1 in ToR, "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." Kindly refer corrigendum no.2. Further with regard to the payment, it is clarified that the payment will be based on the rate approved under this empanelment process.</b>
3	First sentence says assignments carried out in last 5 years can be provided. However, in the same page, it is mentioned to provide details of assignment carried out in 3 years. Request to modify the same to 5 years for uniformity.	Annex-1-A	In Annex I-A - in first line "5 years" may be substituted by "3 years". <b>Kindly refer corrigendum no. 2.</b>

4	It is submitted that we are registered as MSME under the "Micro: type of enterprise an major activity being "services". Our registration certificate is enclosed herewith for your perusal (Annexure 1). As per the provisions of the Public Procurement Policy MSEs Order, 2012, the benefits available to the Micro and Small Entereprises include exemptions from payment to the Cost of the tender and the Earnest Money Deposit. You are humbly requested to confirm if we are eligible for seeking these benefits based on the attached Registration Certiication. This will help us avoid having any ambiguity at the time of submission of the proposal.	3(f)	As given in 3 (f). The bidder has to ensure and submit relevant documents in support of his claim for exemption.
5	The scoring methodology for the two criteria mentioned in the table needs to be elaborated. An illustration in this regards may be useful for providing more clarity. It also needs to be mentioned if the experience of the bidder will be considered based on the engagements in the last 3 or 5 years (Considering the limits prescribed in annex 1-A of the RFP)	4.4	<b>As given in 4.4, for techincal evaluation of bidding firms, will get score based on firms experience / related work done in last 3 years, and concept note (30 marks) and numbers of qualified resources (70 marks). Minimum qualifying marks for consultancy firm is 60.</b>
6	It is requested to provide clarity on the process to be adopted for selection of the consultants. An illustration in this regards will help get necessary clarity. It is also needs to be clarified if the grouping will be done considering resources of all the firms participating in the tender or only the resources of the relevant bidder will be considered. It may not be appropriate to club resources of all the firms as each firm will have different financial costs for each resource.	4.6 & 4.7	<b>With regard to technical evaluation of resource persons offered following clause is inserted as Clause 4.4.1 in ToR, "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against techincal score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." Kindly refer corrigendum no.2. Further as given in Clause 4.6, in each group the resource person with lowest financial quote will be given 100 marks as financial score and all otehr resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. Selection of each firm is based on composite scores of its own resource persons.</b>

7	It is requested to keep maximum limit of liquidated damages to be levied upto 10% of the assignment value. Currently, there is no ceiling to it.	9.4.1	In clause 9.4.1 & 9.4.2 of ToR and clause 17 i & ii regarding liquidated damages following line will be added: <b>The liquidated damages will be restricted to 25% of the cost of assignment. Kindly refer corrigendum no. 2.</b>
8	It needs to be clarified if the information needs to be provided for assignments undertaken in the last 3 years or 5 years	Annex-1-A	In Annex I-A - in first line "5 years" may be substituted by "3 years". <b>Kindly refer corrigendum no. 2.</b>
9	We request you to clarify what kind of groups will be formed for the resource persons and clearly mention the basis of calculation of the individual scores, i.e., whether the relevant experience will be considered or the qualification.	4.6	<b>With regard to technical evaluation of resource persons offered following clause is inserted as Clause 4.4.1 in ToR, "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." Kindly refer corrigendum no.2.</b>
10	It is submitted that the Consultant may be required to visit outside Mumbai based on the requirement of the assignment. Therefore, we request you to allow out of pocket expenses for visits required outside Mumbai.	7.4	If the Commission directs approved resource to carry out any tour outside Mumbai in connection with any assignment, then the outstation travelling, lodging and boarding as admissible will be reimbursed as per the relevant Rules and Regulations of the Commission, on case to case basis. This is included in para no. 13 (page no. 25) contained in draft of agreement.
11	The indemnification of losses or damages may be limited to 10% of the contract value as the nature of works is consultancy services.	7.5	In clause 9.4.1 & 9.4.2 of ToR and clause 17 i & ii regarding liquidated damages following line will be added: The liquidated damages will be restricted to 25% of the cost of assignment. <b>Kindly refer corrigendum no. 2.</b>
12	We request you to modify the clause as mentioned above and limit the overall LD to 10% of the contract value. Further, we request you to clearly specify the case of errors/mistakes in any contract or what kind of errors/ mistakes shall qualify in the above Clause No. 9.4.2. It is requested that Standard of Performance if any shall be issued along with work order so that Consultant is aware of the same.	9.4	In clause 9.4.1 & 9.4.2 of ToR and clause 17 i & ii regarding liquidated damages following line will be added: <b>The liquidated damages will be restricted to 25% of the cost of assignment. Kindly refer corrigendum no. 2.</b>
13	We understand the experience required is for last 5 years. Request you to clarify the same and modify the clause accordingly.	Annex-1-A	In Annex I-A - in first line "5 years" may be substituted by "3 years". <b>Kindly refer corrigendum no. 2.</b>
14	Is Tender fee including GST	Table 1	<b>Tender Fee of Rs. 10,000/- is lumpsum fee and is all inclusive.</b>

15	1. How many resource persons have to be on contract? 2. Is it sufficient if the Resource Persons/ Consultants shown in Annexure – II are continued during the contract period	3 (e)	There is no limit for number of resources. The bidder must have proper team which should be able to handle all the tasks assigned. The resources are the common pool of your firm, they are not exclusive to the Commission.
16	How the individual technical score for each Resources person will be arrived may be explained.	4.6	Each resource person will be given technical score based on his qualification and experience.
17	Will EMD of unsuccessful Bidder returned or not.	5	EMD of unsuccessful Bidder will be returned
18	1. Para 9.1.4 (I) The commission reserves the right to award the contract against this tender, to a single bidder for all the works or to a number of bidders. 2. If the contract is awarded to more than one bidder, the value of Security Deposit to be made will also be divided on pro-rata basis according to the quantum of contract awarded.	7.1	<b>This tender is for empanelment of firms. All firms selected for empanelment will have to submit Performance Security Deposit / Bank Guarantee of Rs. 5 lakh against empanelment contract</b>
19	1. It may be clarified whether monthly payment quoted for each Resource Person as shown in Annexure –II will be paid every month on submission of bills. 2. From which date monthly payment starts i.e., from the date of LoI or from the date of Contract Agreement or from any other date may be clarified.	7.2	Monthly bills have to be raised for efforts spent on any assignment allotted under empanelment agreement. Yes, monthly bills will be paid within 3 weeks of submission of bill (subject to scrutiny). The deductions if any will be informed in writing giving reasons of such deductions.
20	If the contract is awarded to more than one Bidder, all the Resource Persons shown in Annexure –II can be continued during the entire contract period may be clarified.	9.1.4	During allotment of work, workplan will be taken from the empaneled firm alongwith names of approved resource persons and effort estimate. The resource given in workplan or an equivalent replacement must be available. (9.2.1) considering the specific job requirement, limited bids will be called from the empaneled firms. This is necessary to have an estimate of the total cost of they assignment.
21	1. Not clear. When the contract for consultancy is fixed, where is the necessity for again inviting limited quotes from empanelled consultancy firms. 2. It is presumed limited quotes will be invited for other tasks which are not included in the list of works shown in S. No. 2.	9.2.1	This tender is for empanelment of firms. As and when need arises works will be allotted to empanelled firms.
22	It is presumed that the Resource Persons appointed can work from their own locations and will attend MERC on need basis.	9.2.2	Yes, the resource can work from his own location except when the attendance of resource person is required in the Commission (need based).
23	It is presumed that the resource persons appointed are on work during all months of contract period and monthly payment will be made to all resource persons as quoted in the Financial Bid irrespective of the quantum of work assigned to each resource person by MERC during the Contract Period.	Annex 3 sr. 2	Fees become payable only when any work is allotted and when efforts are actually spent on the said assignment and work is done satisfactorily.
24	It is presumed that liquidated damages at the rate of 10% of the cost of assignment for the entire contract period.	9.4.1	It is cost of that particular assignment.
25	10% of the cost of assignment for each of items in Para 9.4.1 and Para 9.4.2 are on very high side, may be limited to 5% cost of assignment for each item	9.4.2	In clause 9.4.1 & 9.4.2 of ToR and clause 17 i & ii regarding liquidated damages following line will be added: The liquidated damages will be restricted to 25% of the cost of assignment. <b>Kindly refer corrigendum no. 2.</b>

26	It is requested to categorize the individual resource persons proposed by the Consultant based on the years of experience while doing the financial evaluation. The existing clause of grouping based on technical score may result in unevenness in the evaluation, as the technical scores of different levels of persons may be same/similar, however, the financial quotes will be different and shall be commensurate with the experience and qualifications of the resource offered	4.6	<b>With regard to technical evaluation of resource persons offered following clause is inserted as Clause 4.4.1 in ToR, "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." Kindly refer corrigendum no.2. Further as given in Clause 4.6, in each group the resource person with lowest financial quote will be given 100 marks towards financial score and all resource person in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. Selection of each firm is based on composite scores of its own resource persons.</b>
27	We understand that the NIT is for empanelment of Consultants in a manner similar to the ongoing empanelment; however, this clause implies that the 'Contract' may be given to a single bidder. We request the Commission to clarify	9.1.4	This tender is for empanelment of firms. Contract will be given to more than one firm.
28	As per our understanding, no weightage is given to Annexure-I B "Concept Note" in technical evaluation. Technical evaluation will be only on basis of Experience of the bidder (30%) and Qualification and competency of the personnel (70%).	Annex 1-B	The score given for experience will also cover marks for concept note.
29	As the space is limited for concept note and scope of work contains many 28 tasks (Distributed over PART-I to PART-IX), please give which of the tasks need to be covered in Concept Note and the format for the same.	Annex 1-B	Clear instruction are given for submission of concept note in Annex I-B.

30	As per IBA specifications, bank guarantees are to be issued with the following clause at the end of the bond. Notwithstanding anything contained herein: Our liability under this guarantee shall not exceed Rs.....(Rupees) This bank guarantee shall be valid up to..... We are liable to pay the guarantee amount or any part thereof under the bank guarantee only and only if you serve upon us a written claim or demand on or before.....(date of expiry of the guarantee)” Draft of BG may be modified accordingly.	Annex IV	Format for BG is as given in Annex - IV. There is no objection for Banks to add following clause as per IBA specification. "Notwithstanding anything contained herein: Our liability under this guarantee shall not exceed Rs.....(Rupees) This bank guarantee shall be valid up to..... We are liable to pay the guarantee amount or any part thereof under the bank guarantee only and only if you serve upon us a written claim or demand on or before.....(date of expiry of the guarantee)".
31	<p>There are several remedies available under law and contract to you for such breach of obligations. e.g., there are penalties for insufficient resource deployment and LD for delay/mistakes that may be imposed for some of these breaches. 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>	13	<p>Clause 7.5 of ToR and paragraph 3 of Clause 13 of draft agreement may be read as follows:  <i>"The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. The consultant agrees to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration."</i>  <b>"And that, 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 defence 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 attorneys or otherwise in such defense; 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 defence 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."</b>  <b>Kindly refer corrigendum no. 2.</b></p>
32	To bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	9.3	Following para is inserted as Clause 9.3.8 in ToR and Clause 18 x in agreement, <i>"The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed."</i> <b>Kindly refer corrigendum no. 2.</b>
33	There are several remedies to the Hon'ble Commission in case of delay like LD. Therefore, termination in addition to above remedies may be re-considered and this bullet point may be deleted	9.3.3	Liquidated damages are for delays and errors in specific assignment. Termination Clause is for termination on various grounds as given in para 9.3.3.
34	The Commission is requested to cap the Liquidated Damages to 10% of the cost of assignment.	9.4.2	In clause 9.4.1 & 9.4.2 of ToR and clause 17 i & ii regarding liquidated damages following line will be added: The liquidated damages will be restricted to 25% of the cost of assignment. <b>Kindly refer corrigendum no. 2.</b>
35	We request you to give us reasonable cure period before appropriating such bid security	9.1.3	Para 9.1.3 provides 7 days to the selected bidder to intimate his acceptance and to enter into contract. <b>The 7 days period stands extended to 21 days. Kindly refer corrigendum no. 2.</b>

36	<p>Please refer Rule 161 (IV) of GFR 2017 by Gov. of India, Ministry of Finance, Department of Expenditure on link <a href="https://doe.gov.in/sites/default/files/GFR2017_0.pdf">tps://doe.gov.in/sites/default/files/GFR2017_0.pdf</a>“(iv) In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders.” Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.</p>	Table 1	Tender fees as given in Table 1.
37	<p>To add clause on Limitation of Liability as follows : " Client is requested to limit consultant's <b>liability to 1X of the total contract value</b>. This is as per GFR and the guidelines issued by the Ministry of Electronics and Information Technology (MEITY). It is also the normal industry practice. Client may consider including the following language. Purchaser / Client agrees that the consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities, or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/ Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss"</p>	---	<p>Liability of the consultant will be as per Clause no. 2 of Circular no. 08/06/11 dtd 24.06.2011 issued by Central Vigilance Commission which provides as follows: <i>"Professional Liability: The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Employer will be governed by the applicable law, the contract need not deal with this matter. The client (purchaser) may, however prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per the applicable law."</i> <b>Kindly refer corrigendum no. 2.</b></p>
38	<p>Request to add clause on Indemnity as per guidelines prescribed by MEITY and the industry standards, indemnities may be subject to <b>final determination by court / arbitrator</b>. Accordingly following clause may be inserted “We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration.”</p>	---	<p>Clause 7.5 of ToR and paragraph 3 of Clause 13 of draft agreement may be read as follows: <i>"The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. The consultant agrees to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration."</i> And that "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 defence 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 attorneys or otherwise in such defense; 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 defence 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." <b>Kindly refer corrigendum no. 2.</b></p>

39	To add clause regarding <b>process for Idemnity</b> as follows: "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 defence 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 attorneys or otherwise in such defense; 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 defence 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."	---	Clause 7.5 of ToR and paragraph 3 of Clause 13 of draft agreement may be read as follows: <i>"The Consultants shall keep the Commission and all the concerned Utilities to be visited, indemnified from any damages, on any account. The consultant agrees to indemnify to the extent the damages / losses are finally determined by a competent court or arbitration."</i> And that <i>"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 defence 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 attorneys or otherwise in such defense; 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 defence 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."</i> <b>Kindly refer corrigendum no. 2.</b>
40	Request to add clause " Before going to Arbitrator, time of at least 45 days should be considered for resolving the conflict amicably."	19	In clause 19 regarding arbitration following line is added, <b><i>"Before going to Arbitrator, time of at least 45 days should be considered for resolving the conflict amicably. And that the Arbitrator will be appointed with consent of both parties"</i></b> . <b>Kindly refer corrigendum no. 2.</b>
41	Request to add clause on third-party disclaimer as follows "Successful Bidder will be providing services and deliverables to the client under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. Please confirm that the successful bidder will be reimbursed any liability (including legal costs), if there is any claim on us by anyone else in relation to the services rendered by us to you.		Liability of the consultant will be as per Clause no. 2 of Circular no. 08/06/11 dtd 24.06.2011 issued by Central Vigilance Commission which provides as follows: <i>"Professional Liability: The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Employer will be governed by the applicable law, the contract need not deal with this matter. The client (purchaser) may, however prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per the applicable law."</i>
42	Request to add clause on "Acceptance of deliverables" " as follows "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."		Following clause is added at 5 xiii of the draft agreement at page no. 23 of ToR: <b><i>"The progress of assignment will be monitored on continuous basis and acceptance of deliverables will be communicated at various stages, within 30 days of receipt of deliverables. Further, in case of some changes or suggestions in interim deliverables, the final deliverables provided after incorporating the changes and suggestions, will be accepted within 30 days of receipt of final deliverables. Kindly refer corrigendum no. 2.</i></b>
43	We presume that COT fee is not required for empanelment of the consultants as this will be a part of tenders going to be floated in future.		Tender fees as given in Table 1 is for the present tender process.



44	We presume that EMD is not required for empanelment of the consultants as this will be a part of tenders going to be floated in future.		<b>This tender is for empanelment of consultants. EMD of Rs.50,000/- as given in Table 1 is payable for participating in this tender.</b>
45	Please confirm whether separate tenders will be floated for all the tasks listed		Normally limited bids will be called for all tasks. However, the Commission reserves its rights to allot work without calling for bids under exceptional circumstances.
46	Please confirm whether this evolution is being carried out for empanelment stage itself.		Yes
47	We presume the methodology will not be applicable during empanelment stage. Please confirm		Evaluation is for empanelment of consultants.
48	We presume that financial offer will not be applicable during empanelment stage. Please confirm		Financial offer is man month fee for resource person offered under empanelment.
49	Appointment of consultants and professional fees - Please confirm whether this is required during empanelment stage		Financial offer is man month fee for resource person offered under empanelment.
50	We request to indicate the list of documents required to be submitted for empanelment of the consultancy firms for both technical and financial.		As given in tender documents bidders are required to submit necessary documents to support their claim made in the bids.
51	Request to add clause, "The bidder may terminate this Agreement, or any Services, immediately upon written notice to Hon'ble MERC if the bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."	9.2	Following para is inserted as Clause 9.3.8 in ToR and Clause 18 x in agreement: " <b><i>The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed.</i></b> " <i>Kindly refer corrigendum no. 2.</i>
52	With reference to the referred section of RFP we humbly submit that it may please be clarified that whether the resources named in the proposal shall require a full-time deployment at MERC	9.2.2	Resources have to be deployed as and when needed.
53	With reference to the referred section we humbly seek clarification that whether the assignment would require field visits also.	9.2.4	<b>Some tasks may require field visits. In case of field visit, the same would be compensated as per the provisions at clause 13 of the draft agreement in the ToR</b>
54	With reference to the said section we wish to humbly seek clarification that whether the resources to be named in the financial proposal are necessarily to be on role of the consultancy or the fulltime retainers who are not on role can be named in the proposal	4.4	The offered resources should be on roll of the bidders.
55	Does it require physical verification? If prevailing conditions of COVID are extreme, then can the team may consider the desk-based study? The desk-based study may include the web-based meetings and discussions for the collection of the documents and data, which may also involve the participation of officials?	---	Some tasks may require field visits same will be decided on case to case basis.

56	It is submitted that we are registered as MSME under the "Micro: type of enterprise an major activity being "services". Our registration certificate is enclosed herewith for your perusal (Annexure 1). As per the provisions of the Public Procurement Policy MSEs Order, 2012, the benefits available to the Micro and Small Entereprises include exemptions from payment to the Cost of the tender and the Earnest Money Deposit. You are humbly requested to confirm if we are eligible for seeking these benefits based on the attached Registration Certiication. This will help us avoid having any ambiguity at the time of submission of the proposal.	3(f)	As given in 3 (f). The bidder has to ensure and submit relevant documents in support of his claim for exemption.
57	The scoring methodology for the two criteria mentioned in the table needs to be elaborated. An illustration in this regards may be useful for providing more clarity. It also needs to be mentioned if the experience of the bidder will be considered based on the engagements in the last 3 or 5 years (Considering the limits prescribed in annex 1-A of the RFP)	4.4	As given in 4.4, for techincal evaluation of bidders marks will be assigned based on number of related assignments carried out and number of techincally qualified resources offered. The evaluation methodology was explained in detail to the satisfaction of all participants.
58	It is requested to provide clarity on the process to be adopted for selection of the consultants. An illustration in this regards will help get necessary clarity. It is also needs to be clarified if the grouping will be done considering resources of all the firms participating in the tender or only the resources of the relevant bidder will be considered. It may not be appropriate to club resources of all the firms as each firm will have different financial costs for each resource.	4.6 & 4.7	<b>With regard to technical evaluation of resource persons offered following clause is inserted as Clause 4.4.1 in ToR, "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). B. Minimum experience required for a resource person is 2 years. C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against techincal score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." Kindly refer corrigendum no.2.</b>
59	we request you to clearly specify the case of errors/mistakes in any contract or what kind of errors/ mistakes shall qualify in the above Clause No. 9.4.2. It is requested that Standard of Performance if any shall be issued along with work order so that Consultant is aware of the same.	9.4	As given in 9.4. Errors and mistakes are decided on cases to case basis.
60	We understand the experience required is for last 5 years. Request you to clarify the same and modify the clause accordingly.	Annex-1-A	In Annex I-A - in first line "5 years" may be substituted by "3 years". <b>Kindly refer corrigendum no. 2.</b>
61	Whether substitution and addition can be done		Yes. Clause 9.2.3 of ToR provides clause for substitution and addition of resources.

62	Whether clarification raised through email and pre bid meeting will be conveyed to us		Clarification to all the points raised through email and during pre bid meeting will be uploaded on e-tendering portal and same will be emailed to all the bidders who have emailed queries and all the participants of the pre bid meeting.
63	Should we offer more high capability resources to have better chance of getting higher scores		<b>There is no limit on number of resources to be offered. To enable carrying out varied task, a team comprising resources with various capabilities and from various fields would be required. Since mark will be awarded based on qualification and experience of individual resource person, higher qualified and experienced resources will get more technical score. But for composite score, financial quote is also important. In financial evaluation among the group (categorised based on technical score) the lowest financial quote will get 100 marks and other resources in said group will receive prorata financial scores. Thus depending upon technical and financial score, composite score of resource will be different.</b>
64	Should we bid for all tasks given in scope	Annex- 1	Bidder has option to bid for all task or selected tasks. Bidder shall mention about the same in Technical Bid. Annex-1 for submitting Technical Bid is revised to that extent and Corrigendum I is issued for the same. Bidder shall submit supporting documents to establish its experience in the selected task. <b>Kindly refer corrigendum no. 2.</b>
65	Can we subcontract the work.		Subcontract is not allowed as in empanelment the resources and their respective man month rates are also approved and only approved resources have to be offered for carrying out tasks.
66	Is there any minimum experience required		With regard to technical evaluation of resource persons offered following clause is inserted as <b>Clause 4.4.1 in ToR</b> , "Technical evaluation of individual resources will be as follows: A. Each resource person will be given technical score based on qualification (50%) and experience (50%). <b>B. Minimum experience required for a resource person is 2 years.</b> C. Minimum qualifying marks is 60%. D. Based on the technical scores, the resources will be grouped into four groups (Group 1 - 91 % marks and above), (Group 2 - 81% to 90% marks), (Group 3 - 71% to 80% marks) and (Group 4 - 60% to 70%). E. In each group the resource person with lowest financial quote will be given 100 marks as financial score and all other resource persons in said group will get prorata financial scores vis-a-vis the resource person with lowest financial quote. Thus each resource person will have his technical score and financial score which will be added to arrive at composite score of the individual resource person. F. Based on the lowest composite score or average composite score, negotiations may be held with other firms for reducing their financial quotes for their resource persons. G. There is no limit on the number of resources to be offered in the bid. H. All the resources offered will be technically evaluated and grouped based on technical scores. I. Each technically qualified resource person will carry 10 marks which will be counted against technical score for the bidding firm (max 70 mark- the bidders may offer higher number of resources for empanelment)." <b>Kindly refer corrigendum no.2.</b>

67	In clause 9.4 it is provided that liquidated damages " <i>the Commission may levy liquidated damages at the rate of 10 % of the cost of assignment or higher, as it may deem fit.</i> " No higher limit is specified for liquidated damages	---	Liquidated damages is restricted to 25% of the cost of assignment. <b>Kindly refer corrigendum no. 2.</b>
68	The empanelled firm should also be given right of termination		Following para is inserted as Clause 9.3.8 in ToR and Clause 18 x in agreement: "The consultant may terminate the agreement by giving at least 30 days notice. The termination may be accepted on completion of ongoing assignments or as decided on the basis of nature of work to be completed." <b>Kindly refer corrigendum no. 2.</b>
69	In case of any dispute relating to the empanelment agreement the arbitrator should be appointed with consent of both parties	19 of agreement	Kindly refer para 2.6 of corrigendum. The arbitrator will be appointed with consent of both the parties. <b>Kindly refer corrigendum no. 2.</b>
70	What is the need of having financial quote		The financial quote given now through this bidding will be approved man month rate for the resources of the empanelled firms.