

Sub: Queries for RFP for engagement of Management Consultant for Strategic Transformation Support for Bureau of Indian Standards and DoCA

S. No	Page No.	Section	Clause No.	Query raised by	RFP Statement	Query/Comments/Suggestion	Response from DoCA& BIS
1.	32 & 45	3 & 4	3.23 & 4.8	BCG	<p>Contract Period: The contract period of the project will be 12 months.</p> <p>Time Schedule: The DoCA intends to complete the study in 9 months. The Draft Project Report with overall findings of the project should be submitted to the DoCA within 10 months of the work order, and the final report within one month of the receipt of the feedback of the DoCA. The intended plan implementation along with handholding of BIS and DoCA should be completed within 15 months after final report submission.</p>	<p>We request you to clarify the total duration (including implementation stage) of the project.</p> <p>The contract duration is mentioned as 12 months initially and is subsequently being changed to 26 months including the implementation stage.</p>	<p>The contract period of the project will be 24 months as indicated in para 4.8 of the RFP Statement.</p> <ul style="list-style-type: none"> • 9 months for study/ submission of the plan, recommendations and process of transformation of BIS, DoCA • 15 months for implementation of the plan, support and handholding recommendations submitted. This includes processing of recommendations and their acceptance in BIS & DoCA.
2.	46	4	4.12	BCG	<p>Payment</p>	<p>We request you to kindly provide clarity on the payment terms.</p> <p>A draft payment schedule - linked to completion of topics mentioned in Scope of Work – has been provided in Appendix 1.</p>	<p>(i) 20% of the total payment to be made after</p> <ol style="list-style-type: none"> 1. Baselining 2. International best practices 3. SDG & green standards study 4. Marketing & Ease of Doing Business (Within 5 Months) <p>(ii) Another 30 % to be made after submission of the study report (Within 9 Months).</p> <p>(iii) Final 50% to be made after acceptance of report /hand holding/</p>

							training and implementation.
3.	44	4, 2 and 6 Annexures and Forms	4.4 (viii), 2.8 (vi) & Form 11	BCG	<p>Eligibility Criteria: a) Copy of Work Order or Work Contract. The credentials of the project such as Name of the Client, payment details, scope details etc. shall not be masked.</p> <p>In case of assignments completed abroad, the agency is required to submit completion certificate of consultancy assignments duly authenticated or verified by the Indian mission or embassy of the said place or country</p>	<p>We request you to accept the self-certificate by MD/CEO/Authorized signatory for all case experience/studies sighted in the RFP, instead of the work order or embassy certifications. Additionally, we can provide a description of client, the nature of services we performed for them, the duration of the project and the contract value.</p> <p>We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them.</p>	<p>Embassy Certifications has been omitted. This has already been taken care of in para 4.4(viii) and form 11. Para 2.8(vi) is being revised accordingly.</p> <p>However, so far as Work Order is concerned, it shall be given. The Firm may mask the payment details. However, the description of work, name of the client and execution certificate etc. is to be furnished.</p>
4.	50	5	5.2 (1)(b)	BCG	Past experience of having completed projects of similar nature and scale	<p>We understand that projects of similar nature and scale mean business, strategy, financial consulting and operational assignments with standard setting & related organizations (Standard setting, Testing and conformity assessment/Accreditation/Regulatory) of size excluding IT implementation, Forensic/ Internal Audit/ Risk Assessment</p> <p>Kindly confirm.</p>	Project related to Transformation of any sort and related organizations (Standard setting, Testing and conformity assessment/Accreditation/Regulatory) of size excluding IT implementation, Forensic/ Internal Audit/ Risk Assessment
5.	50	5	5.2 (1)(c)	BCG	Past Experience in carrying out Studies in the related sector	<p>We understand that carrying out studies in related sector means strategy, transformation assignments with Central/ State Governments/PSUs in past experience for evaluation of this criteria.</p>	<p>Projects related to transformation of Organisation are considered to be of similar nature.</p> <p>Assignments with Accredited/ certified bodies can also be included.</p>

						Kindly confirm.	
6.	50	5	5.2. (2) (a)	BCG	Qualification: All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document and either Team Leader or any of the team member has PhD: 4 marks All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document and both Team Leader and one of the team member has PhD: 5 marks	We request you to remove the marking criteria for PhD and accept the Post-Graduation in MBA/PG Diploma/Equivalent from IIMs/ISB/XLRI/similar educational institutions in India or abroad. Typically, Consulting firms have large pool of resources who are MBA/PG Diploma/Equivalent from premium Indian institutions and these people have experience of working in various projects across different sectors.	The request of the firm has not been agreed to. This condition is appropriately defined and remain as such.
7.	51	5	5.2 (1) (b)	BCG	Past experience of having completed projects of similar nature and scale	In addition to the number of projects, we request you to consider quality and depth of experience by including evaluation of 2 case studies , for 10 marks each (Total 20 marks) of similar transformation/ restructuring projects. Detailed case studies allow technical evaluation committee to evaluate consultant's approach and outcomes in similar context.	Detailed case study clearly indicating the scale and nature can be submitted.
8.	50	5	5.2 (2)(b)	BCG	Relevant experience of Professional Personnel (Max. 14 Marks)	It is important to understand the expertise of person handling similar projects by key personnel while interacting in the presentation. Hence, kindly assign 50% of Professional Personnel marks based on their participation in the technical presentation.	The type of survey involved will depend on the methodology adopted by the firm, which is agreed to the evaluation Committee. Accordingly, the request of the firm has not be agreed to.
9.	75	6	Form 11	BCG	Type of Surveys	We understand that this is a strategy	The request of the firm has not been

		Annexures and Forms				assignment which will involve transformation projects conducted for similar global assignment We understand that this does not involve surveys from specific groups. Hence, we request you to remove this column.	agreed to. If applicable, description can be furnished.
10.	51	5	5.2 (3)	BCG	Overall financial strength of the consultant in terms of turnover	Generally, the annual turnover is an eligibility criterion rather than an evaluation criterion. This allows participation by top tier 6-8 relevant consulting firms. Hence, we request you to remove this evaluation criteria and allocate these 15 marks to the Approach and Methodology section.	The request of the firm has not been agreed to.
11.	13	2	2.8.1 (i)	BCG	Single firm or consortium of firms (Turnover of each member of consortium will be accounted for to arrive average annual financial turnover of consortium) having average annual financial turnover, from consultancy assignments, of ₹ 30 Crores in immediate preceding three financial years i.e. 2019-2020, 2020-2021 and 2021-2022	Consulting revenue indicates the strength of the consulting practice for the bidders. We understand that the assignment requires deep expertise in strategic organization transformation with expertise in both Indian as well global context. Hence, we request you to increase the average annual turnover criteria to at least ₹ 500 Crore from consultancy business to attract participation by top tier 6-8 relevant consulting firms.	The request of the firm has not been agreed to.

12.	14,38	2 & 3	2.8.3, 3.38.5	BCG	Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business	Nature of our firm is such that there are multiple Managing Director and Partners, therefore it won't be possible to give this intimation for each partner. We can only inform about changes in partners involved in the project. Therefore, we request to modify the clause accordingly and limit termination to only changes in such partners directly involved in the project.	We have agreed.
13.	23, 32- 233	2 & 3	2.17, 3.24	BCG	Conflict of Interest	<p>After reviewing the RFP, Consultant is not aware of any actual, apparent, or significant potential for an organizational conflict of interest on the part of either Consultant's organization or its individual employees at this time. Consultant will also assure the protection of the information and data it receives in performance of this contract from unauthorized use or disclosure, and will avoid actions that would cause a reasonable person to question the impartiality of Consultant or its employees in the performance of this contract and potential participation in future contracts.</p> <p>We would like to clarify that as a standard practice Consultant will not assign consultants who have worked with Client to provide services to a direct competitor of Client where the services to be provided are substantially similar to the Services</p>	Person directly involved with BIS/DoCA can't be engaged.

						<p>Consultant performs for Client under the Contract. Consultant agrees that this restriction will last for 12 months from the conclusion of the individual's work with Client on the Contract. This restriction will not apply to any senior professionals who serve as Consultant practice area leaders ("PALs"), topic leaders, topic experts or advisors, including data scientists and Consultant digital, analytical data or software developers. Involvement of an individual in the Contract will not preclude them from working for other clients in Client's industry.</p> <p>Working in an inter-connected world, Consultant may have existing/future clients that maybe directly governed by BIS standards. It is our long-standing policy not to enter into exclusive arrangements with any single organization in a given industry or sector. To mitigate any potential concerns, we have an established set of protocols to help avoid even the appearance of a potential conflict of interest between our private sector and public sector work.</p>	
14.	27, 31	3	3.4, 3.19	BCG	Confidentiality, Secrecy	<p>We agree with the confidentiality terms and propose the following additions to be incorporated in Additional Terms–</p> <p>1) Making the confidentiality clause</p>	The request of the firm has not been agreed to.

						<p>mutual and have standard exceptions</p> <p>2) Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as evidence of the work completed by us under this contract</p> <p>3) The confidentiality obligations to last for 3-5 years and not forever</p> <p>4) There shall be no limitation on Consultant to share its learning general knowledge, skills and experience and know-how, expertise, ideas, techniques, approaches, concepts, or designs used, developed or acquired the course of the Engagement, including, but not limited to, any know-how, concepts or information retained in the unaided memory of employees or agents.</p>	
15.	27	3	3.5	BCG	Publicity	<p>We request that we have a mutual no publicity clause to state the following – “Neither Party will make any public announcement nor press release regarding any Proposal nor any activities performed under it without the prior written consent of the other Party. Except as required by law, no reference may be made to Consultant in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.”</p>	The request of the firm has not been agreed to.
16.	27	3	3.6	BCG	Stamp Duty	Please let us know exact stamp duty	The agreement will be signed on the

						amount to avoid any ambiguity	stamp paper of Rs.100/- and notarization shall be as per no. of copies required.
17.	28,33,48	3 & 4	3.9, 3.25, 4.19	BCG	Documents, Ownership of Documents	We request that terms like Deliverables and Pre-Existing IPR are defined as follows, to avoid any ambiguity – 1) Deliverable(s)” means (final versions of presentations, reports, prepared during the agreement 2) Pre-Existing IPR - means any IPR: (i) developed by a Party independently of the engagement; or (ii) owned by a Party, or licensed to such Party (other than by the other Party), at the commencement date of the Engagement, including any and all derivative works including modifications or enhancements to the same made before, during, and after the engagement. Add a provision to clarify that any Pre-Existing IPR in the Deliverables will be owned by Consultant.	The request of the firm has not been agreed to.
18.	28	3	3.10.2	BCG	Liability of Agency	We request that Consultant’s liability is capped to the contract value and consultant shall also be not liable for any indirect, incidental, consequential, special or exemplary damages arising from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or loss business	The request of the firm has not been agreed to.
19.	29	3	3.12	BCG	Abandonment of Work	We request to add a clarification that Consultant shall be paid for all	In case the client decides to abandon or reduce the scope of work, DoCA

						Services rendered till the effective date of abandonment.	with the approval of the competent authority will decide payment for the rendered service, only in case of justified reason.
20.	30	3	3.15	BCG	Extension of Time	We request that a clarification is added to the extent that if delay is due to reasons not attributable to Consultant then extension shall be provided irrespective of decision of Client without any additional liability to Consultant	DoCA with the approval of the competent authority will decide extension of time for justified reason.
21.	30-31	3	3.18	BCG	Indemnity	We request that the indemnity provision is discussed mutually at contract award stage to incorporate the following – 1) Limit indemnity to third-party claims only 2) Limit all indemnities to limitation of liability clause 3) For indemnity for IP infringement, we include certain caveats.	The request of the firm has not been agreed to. It is self-explanatory and well defined
22.	31-32,48	3 & 4	3.20, 4.20	BCG	Force Majeure	We request any decision w.r.t force majeure event shall be taken mutually by both parties and not just DoCA, additionally, we request removing this language as same is not applicable to Consulting Services “PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also	Decision of Secretary (CA) is final

						that the DoCA shall be at liberty to take over from the Contractor at a price to be fixed by Secretary, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the DoCA elect to retain.”	
23.	32	3	3.22	BCG	Changes and Additions in Agency’s Scope of Work	We request, any changes to the scope are mutually discussed (not solely by Client) and price is revised in case the scope is increased.	In case of addition in the scope of work having financial bearing, DoCA with the approval of the competent authority will decide the demand of the agency.
24.	33-34	3	3.26.2	BCG	Termination	<p>We request following changes are incorporated to the Termination clause –</p> <ol style="list-style-type: none"> 1) In case of Suspension, price to be paid shall be mutually decided based on services provided till date of suspension. Decision to be taken mutually and not solely by Client 2) In case of Force Majeure, both parties shall have right to terminate 3) Unsatisfactory performance to be defined as same is very broad 4) Consultant to also have right to terminate in case of any breach on part of client 	<p>Pont 1: Decision will be taken by Secretary (CA)</p> <p>Point 2. The request of the firm has not been agreed to.</p> <p>Point 3: Non-adherence to the specified timeline with acceptable deliverables.</p> <p>Point 4. The request of the firm has not been agreed to.</p>
25.	34	3	3.26.2.5	BCG	Consequences of termination	We request following changes to	

						<p>consequences of termination –</p> <ol style="list-style-type: none"> 1) Penalty and LDs to be charged only if there is a delay in performance or non-performance 2) If termination is a result of failure to provide deliverables as per the requirements of the contract then in that case penalty and LDs should not be charged and only contract should be terminated with prior notice of cure. 3) Consultant to be paid for all services rendered till effective date of termination. 4) We request removing blacklisting clause from termination. Blacklisting should be considered only in case of fraud. 	<p>Point 1 to 3 : The request of the firm has not been agreed to.</p> <p>Point 4: Blacklisting shall only be considered in case of fraud.</p>
26.	34-34	3	3.28	BCG	Dispute Resolution	We request the clause is revised w.r.t appointment of 3 arbitrators, one by each party and then the two arbitrators to appoint the 3rd arbitrator. Additionally, the Consultant shall not be liable to perform during the arbitration proceedings.	The request of the firm has not been agreed to.
27.	35,38	3	3.31, 3.38.2	BCG	Independent Audit	We would like to clarify that scope of audit should exclude disclosure of any documents or other material relating to the profitability or internal profit and loss/balance sheets	All documents related to the project concerning DoCA and BIS shall be furnished to the Audit.

						<p>associated with Consultant's business, payroll information, or information or material that constitute, in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party.</p> <p>We request a clarification is added to this extent in the final contract.</p>	
28.	43	4	4.3 – Scope of Work, point 20	BCG	<p>The agency will be required to create detailed execution blueprint in line with BIS Act, 2016 for each of the recommendations made in the report.</p>	<p>We would like to clarify that the Consultant does not provide any legal, regulatory, accounting, or tax advice that may have a bearing on the recommendations provided by Consultant.</p> <p>We would like to propose the inclusion of the following clarification that Client shall be responsible for obtaining its own legal, regulatory, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues related to the said RFP.</p> <p>Additionally, Client shall ensure compliance with security requirements applicable to it.</p>	<p>The request of the firm has not been agreed to. The said clause of the RFP is self-explanatory and shall be abided by the Firm.</p>
29.	46	4	4.9	BCG	Contract Period	<p>The defect liability period is not defined in the RFP, therefore we request that the contract remains in force for a specific defined period of time to make it less ambiguous.</p>	<p>The defect liability period will be for 12 months.</p>
30.	NA	NA	NA	BCG	Additional Term - Re-	Consultant prepares a deliverable	<p>The request of the firm has not been</p>

					<p>distribution of deliverables with third parties</p>	<p>specifically for the client as per their requirements and instructions, we urge inclusion of the below, which shall protect Consultant's rights against any third party claims that may arise from unauthorized redistribution of the deliverable.</p> <p>"The Client acknowledges and agrees that the Deliverables are prepared solely for the Client's internal use. The Client will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of Consultant. The Client will procure that any third party to which it wishes to disclose the Deliverables or any other Consultant materials or work must first sign Consultant's standard form of non-reliance letter. Consultant can provide the Client with a copy of this form upon the Client's request. If Consultant agrees to the Client disclosing the Deliverables to third parties, the Client agrees that Consultant will not be responsible for any losses incurred by the Client or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of Consultant work."</p>	<p>agreed to.</p>
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S. No	Page No.	Section	Clause No.	Query raised by	RFP Statement	Query	Suggestive Response	Response from DoCA
1.	10,17	2	Point 6 & Clause 2.12	EY	Last date of Submission of bids is 17th October 2023, 1500 Hrs	Request for extension in date of bid submission by 2 weeks to prepare a comprehensive and qualitative proposal please	Recommended date of submission 31 Oct'23	The request of the firm has not been agreed to. The date for bid submission has been extended till 26 th October, 1500 Hrs.
2.	16	2	2.11.2	EY	The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.	As per the RFP (CPPP portal), contract period is 730 days (2 Years). It is requested to include a clause related to extension of services/ contract for another 2 years on mutual discussion and consent, subject to 10% increment in the original Project cost.	It is requested to add following clause please "The contract duration can be further extended for another 2 years on mutual agreement with escalation of 10% per year. Additional manpower may be deployed at pro-rata basis in case additional tasks are added to the Consultant's scope of work.	The request of the firm has not been agreed to.
3.	16	2	2.11.2	EY	The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.	There is no mention about OPEs, in case travel is required to location outside Delhi or for development/ deployment of online tools.	Out of Pocket expenses on account of boarding/ lodging or development/ deployment of any online tool will be borne by the client on prior approval and on actuals.	BIS has around 40 branch offices outside Delhi (within India). Bid amount should include OPEs.

4.	32	3	3.23	EY	The contract period of the project will be 12 months.	As per the RFP details on CPPP portal, contract period happens to be 730 days (2 years) but as per clause 3.23, contract period mentions 12 months.	It is requested to clarify the project timelines please. Suggestive timelines are as given below under Point 6.	The contract period of the project will be 24 months as indicated in para 4.8 of the RFP Statement.
5.	43	4	4.3 (B)	EY	Transforming DoCA 1. Restructuring of DoCA for transforming future ready for commerce. 2. Preparing plan to revamp DoCA to make more Consumer oriented. 3. Addressing challenges in the emerging digital economy including Metaverse. 4. Any other suggestion for transformation of DoCA.	The scope of work covered under Transforming DoCA is extremely vast and require specific skill set with Organisation Restructuring, Brand Marketing and Positioning, Assessment of Financial and Logistics operations. It is requested to remove this scope of services from the current RFP and release a separate RFP with detailed activities to be carried out/ milestones and team structure.	It is recommended to remove the Transforming DoCA scope of services from the current RFP. Although, reforms required in working of BIS will still be part of scope.	In respect of Strategic transformation support for DoCA is concerned, the scope of work is to be related to DoCA policy , operational and administrative relationship with BIS only and not related to other operative division of the Department of consumer affairs
6.	45	4	4.8	EY	The DoCA intends to complete the study in 9 months. The Draft Project Report with overall findings of the project should be submitted to the DoCA within 10 months of the work order, and the final report within one	As per the time schedule, the project duration seems to be 24 months.	The suggestive timelines are as follows: T1-T9: Diagnostic Study/ Assessment T10: Draft Report Submission T12: Final Report submission T13-T24: Intended plan	The contract period of the project will be 24 months as indicated in para 4.8 of the RFP Statement.

					month of the receipt of the feedback of the DoCA. The intended plan implementation along with handholding of BIS and DoCA should be completed within 15 months after final report submission.		implementation along with handholding of BIS	
7.	46	4	4.12	EY	100% payment of assignment fee will be paid to the agency only upon successful completion of the project	As per the clause 8.12 (page 73) of GFR guidelines, "Payment is made to the consultant/service provider based on a schedule agreed on in contract, often based on certain milestones or outputs"	It is suggested to keep the payments/ invoicing timelines as based on submission of Monthly progress reports or as 1/24 of the total bid value.	(i) 20% of the total payment to be made after <ol style="list-style-type: none"> 1. Baselineing 2. International best practices 3. SDG & green standards study 4. Marketing & Ease of Doing Business (Within 5 Months) (ii) Another 30 % to be made after submission of the study report (Within 9 Months) . (iii) Final 50% to be made after acceptance of report /hand holding/ training and implementation.
8.	47	4	4.15	EY	The DoCA, may, at its own discretion appoint another agency to vet the recommendations made. In	It is requested to keep the vetting/ assessment of recommendations within the BIS experts	It is requested to form a specialised review committee within BIS/ DoCA to vet/ assess the	It has been accepted

					case such an agency makes any recommendations to the DoCA regarding any changes to be made and in case these are accepted by the DoCA then the agency shall incorporate the same in the final recommendations	committee. In case it is necessary to engage a third party for the same, it is requested not to engage any agency who could be a potential compete of the bidder/ project execution firm to avoid any conflict of interest.	recommendations instead of hiring a third party firm.	
9.	50	5	5.2	EY	Team Structure proposes Team Leader and 5 Lead researchers	For the seamless and effective delivery of the scope of work, it is requested to make minor modifications to the existing team structure please. Revised team structure is as suggested under annexure 1 for consideration please.	Revised team structure suggested under annexure 1	The team structure given in the RFP is only indicative.
10.	50	5	5.2 (Point 2a)	EY	All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document and both Team Leader and one of the team member has Ph. D	It is requested to exclude Ph.D. from the evaluation criteria of the core team members (full-time deployment) and instead include that as a part of non-core team members (part-time deployment) please.		The request of the firm has not been agreed to. This requirement ensures that the Team fulfils the competence requirement to carry out the project effectively on time.
11.	28	3	3.10.2	EY	The agency shall be liable to Client for the performance of services in accordance with the provision of this Contract	It is requested to limit the liability to maximum of the bid value.	The agency shall be liable to Client for the performance of services in accordance with the provision of this Contract	The maximum limit shall be decided by the competent authority DoCA as and when the need arise.

					and for any loss suffered by Client as a result of default of the agency in such performance.		and for any loss suffered by Client as a result of default of the agency in such performance subject to max up to the bid value.	
12.	13	2	2.8.2	EY	Single firm or consortium of firms (Turnover of each member of consortium will be accounted for to arrive average annual financial turnover of consortium) having average Annual financial turnover, from consultancy assignments, of ₹ 30 Crores in immediate preceding three financial years i.e. 2019-2020, 2020-2021 and 2021- 2022.	It is requested to not allow the consortium under this tender. The tender is very specific to strategic transformation of BIS, and we request one single firm must handle the scope of work. Sub-contracting may be allowed.		The request of the firm has not be agreed to. Sub-contracting will not be allowed as it will not ensure quality and timely completion of work. The consortium should be at most of 2 parties with clear understanding.
13.	13	2	2.8.2	EY	Single firm or consortium of firms (Turnover of each member of consortium will be accounted for to arrive average annual financial turnover of consortium) having average annual financial turnover, from consultancy assignments, of ₹ 30 Crores in immediate preceding three financial years i.e. 2019-2020, 2020-2021 and 2021- 2022.	It is requested to keep the turnover to at least INR 200 cr so that big firms must participate in view of the complex and strategic work		The average turnover requirement of the applicant may be kept in line with the circular No. F 18/13/2020 dated 13th July 2020 Advisory regarding turnover criteria in Consultancy Contracts. In view of above, the request regarding increase in eligibility criteria of minimum average turnover in last three financial years has

								not be agreed to.
14.	44	4	4.4	EY	They must be either on permanent rolls of the Applicant or must have a long tenure contract (Two years or more) to ensure continuity of the proposed project team. The CVs of the resources are to be submitted for evaluation. In addition, the Applicant may also indicate	It is requested to remove this clause regarding employees being on payroll. This will allow the bidder to hire experts from outside the firm who could add value to the entire delivery and strategic transformation.		This request from the firm has not be agreed as this requirement ensures continuity of the project and completion on time.
15.	1	3	As per corrigendum published on 11.10.2023	EY	Last date of Submission of bids is 24th October 2023, 1500 Hrs	24th October is a gazetted holiday for Dussehra. Request for extension in date of bid submission by 1 weeks to prepare a comprehensive and qualitative proposal please.	Recommended date of submission 31 Oct'23	The request of the firm has not been agreed to. The date for bid submission has been extended till 26 th October, 1500 Hrs.
16.	28	3	3.9	EY	All copyright and other proprietary rights in the Works shall vest and stand assigned to the DoCA and the DoCA shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the	Request to delete and replace with the following suggestion please.	The agency may use data, software, designs, utilities, tools, models, systems and other methodologies and knowhow (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the	The request of the firm has not been agreed to.

					copyright, including the right to modify and or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by the DoCA during the terms of the copyright and the agency shall be required or obliged to execute any deeds or documents, as may be required or considered necessary, by the DoCA to give effect to and secure the above mentioned rights of the DoCA in the Works. The agency shall not use or allow anyone else to use these documents and without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.		Services), and in any working papers that the agency compiles and retains in connection with the Services (but not information provided by DoCA reflected in them). Any information, advice, recommendations or other content of any reports, presentations or other communications the agency provides under this Agreement (“Reports”), other than information provided by DoCA, are for DoCA's internal use only (consistent with the purpose of the particular Services) including DoCA's officials and not for disclosure externally outside DoCA’s organization.	
17.	30	3	3.16	EY	The agency will take all safety measures or precautions during the work. Any accident due to negligence or any other reason will be to agency account.	Request for holding agency accountable only for accident caused due to agency’s negligence.	The agency will take all safety measures or precautions during the work. Any accident due to negligence of the agency will be to agency account.	It has been agreed
18.	31	3	3.19	EY	Agency shall not disclose	Request to amend the	Agency shall not disclose	The request of the firm

					to any third party, any information, data, documents, findings, etc. at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose.	section to read as the following suggestion please.	to any third party, any information, data, documents, findings, etc. provided by the client to the agency at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose.	has not been agreed to.
19.	34	3	3.26.2.5 (b)	EY	If the selected Contractor or Agency fails to complete the assignment, within the period specified under the contract, the Contractor or Agency shall pay to the DoCA, fixed and agreed liquidated damages, and not as penalty, @ 1 % of the contract fees for each 01 (week) of delay or part thereof. The aggregate maximum of liquidated damages payable to the DoCA under this clause shall be subject to a maximum of 50 % of the total contract fees.	Request for reduction in the amount of maximum liquidated damages payable to the DoCA in case of default.	The aggregate maximum of liquidated damages payable to the DoCA under this clause shall be subject to a maximum of 5% of the total contract fees.	The aggregate maximum of liquidated damages payable to the DoCA under this clause shall be subject to a maximum of 10% of the total contract fees.
20.	58	Annexure II	S. No 16	EY	Submission of Initiated Bid Documents under check list of documents to be submitted with the bid (TECHNICAL COVER 1)	Request for clarification	Please specify the documents to be enclosed as initiated bid document with the bid	This has already been specified in the RFP document.

21.	58	Annexure II	S. No 20	EY	Submission of Team Details (Form 14) under check list of documents to be submitted with the bid (TECHNICAL COVER 1)	Request for clarification as it is repetitive in nature with Clause 4.4 (eligibility criteria – serial no. 9) on Page 44.	The requirement of submitting Form 14 may be deleted from one place as it is in repetition.	There is no repetition.
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S. No	Page No.	Clause No.	Query raised by	RFP Statement	Query	Response of DoCA
1.	43	4.4	Administrative Staff College of India	The average annual turnover of the Agency from Consultancy Assignments During the Last 3 FY, ending on 31st March 2022, shall not be less than 30 Crores.	The average annual turnover of the Agency from Consultancy Assignments During the Last 3 FY, ending on 31st March 2022, shall not be less than 20 Crores.	Not Accepted
2.	10	2	Administrative Staff College of India	Last date of Submission of bids is 17th October 2023, 1500 Hrs	To request a date extension for bid submission to 1 to 2 weeks of time.	The date for bid submission has been extended till 26 th October, 1500 Hrs.