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ଜିଲ୍ଲାଖଣିଜପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼
DISTRICT MINERAL FOUNDATION, SUNDARGARH

Letter No 290...../DMF

Dated 14./03./2023

Corrigendum-1

Bid Reference No- DMF/SNG/05/2022-23 Dated 27/02/2023 is invited for “**Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation (DMF), Sundargarh**”.

This has reference to the RFP Mentioned above in this connection I am to enclose herewith as Annexure-1 the decision taken against clarification/modification request of the bidders for favour of information and necessary action.

Further as per decision made, following changes have been made in the RFP may be read as follows:

A. Revised Timeline


1	Availability of bid document in the website	:-	From 11.00 A.M. of 28.02.2023 to 27.03.2023 up to 11:00 A.M.
2	Last date of receipt of Bid	:-	27.03.2023 up to 11:00 A.M.
3	Mode of Receipt of Bids	:-	Through Speed Post/ Registered Post (India Post)/ and in Drop Box at DMF officer Sundargarh.
4	Date of opening of Technical Bid and Commercial Bid	:-	27.03.2023 at 04:00 P.M. at DMF Office Sundargarh
5	Date of Technical Presentation	:-	28.03.2023 at 11:00 A.M. at DMF Office Sundargarh

B. Revision in the RFP

S.No	RFP Document (Section & Page Number)	Existing Content of RFP	Revised
1.	Section II ,Page-10, Sl.no. 1 Pre-Qualification Criteria, 3. Turnover	3. The Bidder should have an average consulting turnover of minimum INR 100 Crores (Rs. Hundred Crores) and a positive net worth in each of the previous three financial years (FY 19-20, 20-21 & 21-22)	3. The Bidder should have an average consulting turnover of minimum INR 200 Crores (Rs. Two Hundred Crores) and a positive net worth in each of the previous three financial years (FY 19-20, 20-21 & 21-22)
2.	Section-II, Page: 14 Technical Evaluation Criteria, Sl.no 1.2	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of DMF/ PMKKKY/ Mineral / Mining related PMU <ul style="list-style-type: none">• During the last 5 years• Of minimum contract value of	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of DMF/ PMKKKY OMBADC/ (or similar welfare/development programs in

		INR 1 Crore each Of minimum duration of 12 months each	mining areas) only • During the last 5 years • Of minimum contract value of INR 1 Crore each annually • Of minimum duration of 12 months each
3.	Section-II, Page: 14 Technical Evaluation Criteria, Sl.no 1.3	Experience of Running PMU in ODISHA • During the last 5 years • Of minimum contract value of INR 1 Crore each annually • Of minimum duration of 12 months each	Experience of Running PMU in ODISHA DMF/PMKKKY/ welfare/ development programs/ Priority sector of DMF • During the last 5 years • Of minimum contract value of INR 1 Crore each annually • Of minimum duration of 12 months each
4.	Section-II, Page: 15 Technical Evaluation Criteria, Sl.no 2.5	6 Marks (1.5 Marks each) • 0.5 marks - for educational qualification • 0.5 marks - for work experience 1 mark - for relevance of experience to proposed position	6 Marks (1.5 Marks each) • 0.25 marks - for educational qualification • 0.25 marks - for work experience 1 mark - for relevance of experience to proposed position
5.	Section-II, Page: 16 Technical Evaluation Criteria, Sl.no 3	3. Case study of handling DMF/ PMKKKY/ OMBADC/ State Level PMU (10 Marks)	3. Case study of handling DMF/ PMKKKY/ OMBADC/ State Level PMU/ District Level PMU (related to social/ Development sector) (10 Marks)
6.	Section-III, Page: 25, Sec 4 Team Composition, Sl.no 5	Project Officer – Engineering (Three)	Project Officer – Engineering (Civil-Two, Electrical- One and Architect-One)
7	Section- V, Page: 43, Summary of Financial Proposal	Fin: 2 Summary of Financial Proposal	Fin: 2 Summary of Financial Proposal (Attached as Annexure-2 with this Corrigendum)
8	Section-II, Page: 14 Technical Evaluation Criteria, Sl.no 1		Repetition of projects citations under the Sl. No. 1.1, 1.2 and 1.3 is not allowed (all projects mentioned in the clauses should be Unique)
9	Section-II, Page: 20, Clause 25. Replacement of Key Personnel	Once the proposal for replacement is accepted, the consultant must replace the professional within 14 days of the communication of such approval.	Once the proposal for replacement is accepted, the consultant must replace the professional within 30 days of the communication of such approval
10	Section IV: Technical Proposal Submission Forms Page 37	Tech 8: C. Case study of handling DMF/ PMKKKY/ OMBADC PMU	Tech 8: C. Case study of handling DMF/ PMKKKY/ OMBADC/ State level/ District Level PMU (related to social/ Development sector)
11	Page No.18 Sl. No. 15 Disclosure	2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or	2. The Bidder Should not be black listed as on date of Submission of the Bid. Bidders must disclose if they are black listed or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a

		an arrangement with creditors, or of any other similar proceedings.	receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings as on date of submission of Bid.
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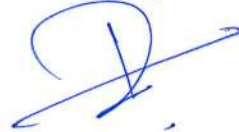


**Collector and Chairperson -cum-
Managing Trustee DMF, Sundargarh**

Memo No. 291 /DMF

Dt. 14/03/2023

Copy to DIO, NIC, Sundargarh with a request to upload this Corrigendum-1 for Bid Reference No- DMF/SNG/05/2022-23 Dated 27/02/2023 in the Sundargarh District Web-Site www.sundergarh.nic.in .



**Collector and Chairperson -cum-
Managing Trustee DMF, Sundargarh**

Fin 2: Summary of Financial Proposal

Name of the Assignment:			
Name of The Bidder			
Sr. No.	Fee Particulars	Amount in INR	
A	Remuneration of Key Professionals		
	Description of Manpower	Qty	Monthly Fee (INR) Total Fee (INR) (for 36 Months)
1.	Team Leader	1	
2.	Senior Project Officer - Development and Management	8	
3.	Senior Project Officer - Communication	1	
4.	Senior Project Officer – Public Procurement	1	
5.	Project Officer – Engineering	4	
6.	Project Officer – Finance	1	
7.	Assistant Project Officer	4	
B	Total Remuneration of Key Professionals (for 36 Month)		
C	Overhead (if Applicable)		
D	Consulting Fee (B+C)		
E	Taxes applicable as per GST Act @ _____ % of Consulting Fee (D)		
Grant Total (INR) (D+E)			
In Words:			

NB:

- Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words and signed by the Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]:

Name and Designation with Date& Seal:

Pre Bid Queries Clarifications

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
Queries From: IPE Global				
1	Section II: Instructions to the Bidders Page No. 11	Documents / Formats for submission along with Technical Proposal Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder or Board of Directors	We request to clarify that Power of Attorney needs to be given on company letter head or in notarized stamp paper.	Power of Attorney may be given in notarized stamp paper or Board Resolution copy for the same may be submitted
2	Page number 13 Section 3. Pre Qualification Criteria Table, point no. 4 Technical Capability	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of DMF/ PMKKKY/ Mineral / Mining related PMU <ul style="list-style-type: none"> • During the last 5 years • Of minimum contract value of INR 1 Crore each • Of minimum duration of 12 months each 	We request the authority to kindly modify this technical evaluation clause to ensure fair selection process. The existing clause directly favours few selected agencies with experience of running PMU for the implementation of DMF/ PMKKKY/ Mineral/ Mining related in last 5 years. As DMF focuses on certain high priority and low priority areas, the bid should allow participation from organizations having expertise in implementing projects/PMUs/TSUs related to DMF priority areas. Considering the above, we request the authority to modify the clause in following way for allowing fair and participative bidding process: Experience of running PMU/TSU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of projects related to DMF priority areas.	The Page and Clause mentioned here does not match the Content of RFP given in the Pre bid Query. Whereas, the Sec-II, Page no 14 Clause 1.2 may be read as: Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of DMF/ PMKKKY/ OMBADC/ (or similar welfare/development programmes in mining areas) only <ul style="list-style-type: none"> • During the last 5 years • Of minimum contract value of INR 1 Crore each annually • Of minimum duration of 12 months each

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
3	Section IV: Technical Proposal Submission Forms Page 37	Tech 8: Description of Approach, Methodology and Workplan To Undertake the Assignment Case study of handling DMF/ PMKKKY/ OMBADC PMU	Our request is that authority not restrict submissions to just case studies related to the handling of DMF/PMKKKY/OMBADC PMUs. It is requested that case studies related to the following sectors be allowed to be submitted (all sectors are related to DMF). i. Livelihood, Skill Development ii. Drinking Water, Sanitation iii. Health care iv. Education v. Environment Conservation, Water Shed & Natural Resource Management vi. Nutrition, Women & Child Development vii. Infrastructure Development viii. Irrigation & Water harvesting	The Given Section may be read as Tech 8: C. Case study of handling DMF/ PMKKKY/ OMBADC/ State level/ District Level PMU (related to social/ Development sector)
Queries From: E&Y				
1	Page-10 Pre- Qualification Criteria	Programme Management Experience (S.No. 2)	Request to increase minimum contract value of PMU from INR 1 Cr to INR 5 Cr per annum	NO CHANGE
2	Page-10 Pre- Qualification Criteria	Turnover (S.No. 3)	Request to increase average consulting turnover from INR 100 Cr to INR 200 Cr	Revised: The Clause should be read as Average annual consulting turnover should be INR 200 Cr
3	Page: 14 Technical Evaluation Criteria	Experience of running PMU for the Central/State Governments/ District Administrations for social sector schemes/ projects (S.No. 1.1)	Request to increase minimum value of PMU from INR 1 Cr to INR 5 Cr per annum	NO CHANGE

SI.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
4	Page: 14 Technical Evaluation Criteria	Experience of running PMU for the Central/State Governments/ District Administrations for DMF/ PMKKKY/ Mineral/ Mining related PMU (S.No. 1.2)	Request to remove phrase 'mining/mineral related PMU'	Revised: (Page 14: Technical Evaluation Criteria, S.no 1.2) may be read as Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / District Administrations for the implementation of DMF/ PMKKKY/ OMBADC/ (or similar welfare/development programmes in mining areas) only <ul style="list-style-type: none"> • During the last 5 years • Of minimum contract value of INR 1 Crore each annually • Of minimum duration of 12 months each
5	Page: 14 Technical Evaluation Criteria	Experience of running PMU for the Central/State Governments/ District Administrations for DMF/ PMKKKY/ Mineral/ Mining related PMU (S.No. 1.2)	Request to reduce marks for each PMU credential to 1	NO CHANGE
6	Page: 14 Technical Evaluation Criteria	Experience of running PMU in Odisha. (S.No. 1.3)	Request to make Experience in Odisha to specific to DMF/PMKKKY	Revised: (Page 14: Technical Evaluation Criteria, S.no 1.3) may be read as: experience of running PMU in Odisha for DMF/PMKKKY/ welfare/ development programmes/ Priority sector of DMF
7	Page: 15 Technical Evaluation Criteria	Sub-criteria wise marks not adding up to 1.5 (S.No. 2.5)	Request to clarify and correct marks	Revised: (Page 15: Technical Evaluation Criteria, S.no 2.5) 6 Marks (1.5 Marks each) <ul style="list-style-type: none"> • 0.25 marks - for educational qualification • 0.25 marks - for work experience • 1 mark - for relevance of experience to proposed position

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
8	Page: 16 Technical Evaluation Criteria	Presentation on Approach, Methodology and Work Plan (S.No. 3.3)	Request to remove or replace the phrase 'State Level PMU' with 'District Level PMU'	Revised: Presentation on Approach, Methodology and Work Plan (S.No. 3.3) Description of Approach, Methodology and Workplan To Undertake the Assignment Case study of handling DMF/ PMKKKY/ OMBADC/ State level/ District Level PMU (related to social/ Development sector)
9	Page: 16 Manpower proposed	The manpower proposed above is tentative and may increase or decrease as and when required by DMF Sundargarh	Request to remove the phrase	NO CHANGE
10	Page: 24-27 Team Composition	Total number of members in proposed PMU	Request to clarify total number of members in proposed PMU	The Proposed number of team members in proposed PMU is 20 as per the bidding sheet
11	Page: 43 Summary of Financial Proposal	Annual Fee is per Manpower while Monthly Fee (INR) is not	Request to use common units for both 'Monthly' and 'Annual' Fee columns	Revised: Revised Bidding Sheet "Fin 2: Summary of Financial Proposal" is attached as annexure
12	Page: 5 Bidder Data Sheet	Last date for submission of Proposal	Request to extend the last date for submission of Proposal by at least 14 days from the date of issue of corrigendum/ responses to pre-bid queries.	Revised: Last Date of Submission of Tender documents: 27/03/2023 11:00 AM Date of Opening of Technical Bid: 27/03/2022 04:00 PM

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
13	Page: 20 Copyright, Patents and Other Proprietary Rights	DMF Sundargarh, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.	In addition, we request you to kindly add the following clause: The agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the agency own in performing the Services. Notwithstanding the delivery of any Reports, the agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	Clarification: Pre-existing IPRs shall be the right of the bidder "Notwithstanding anything to the contrary in this RFP, Consultant will retain the ownership of its pre-existing intellectual property rights." Rest Clause remains the same
14	NA	NA	We request you to kindly add the following clause: "Bidder may terminate the Contract or any particular services immediately upon written notice to the Client, if Bidder reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations."	NO CHANGE

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
15	NA	NA	<p>We request you to kindly add the following clause: Neither party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party; provided, however, that the agency may assign or novate any of its rights and obligations under the Agreement in whole or in part to (i) any other firm of the agency and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of the agency's Firm, in whole or in part, provided further that any such assignment or novation does not materially affect the continuity of the Services. The agency shall provide the Client with notice of any such assignment or novation</p>	NO CHANGE
16	NA	NA	<p>We request you to kindly add the following clause: 1. Neither Client nor the agency will be responsible for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, exemplary, punitive or special damages in connection with claims arising out of the agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated. 2. Client (and any others for whom Services are provided) may not recover from the agency, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	<p>Clarification: The liability shall be limited to 1X of the total contract value</p>
Queries From: PwC				

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
1	Page No. 5 Sl. No. 6 Bidder Data Sheet	Pre-bid meeting	The mode of conducting the pre-bid meeting is not specified in the RFP. Hence, it is kindly requested to clarify whether the pre-bid meeting is going to be conducted through online/ offline mode.	Pre Bid Meeting shall Be conducted in Offline Mode at DMF Conference Hall, Colectorate at 11:00 AM
2	Page No. 5 Sl. No. 7 Bidder Data Sheet	Deadline for Submission of Bid Documents	Considering the comprehensiveness of the scope of work and resources required for the proposed project, may we kindly request you to extend the bid submission date from 20.03.2023 to 27.03.2023, 5 pm.	Revised: Last Date of Submission of Tender documents: 27/03/2023 11:00 AM Date of Opening of Technical Bid: 27/03/2022 04:00 PM
3	Page No. 5 Sl. No. 11 Bidder Data Sheet	Bid Processing Fee (NonRefundable)	As per Rule 161 (IV) of GFR 2017, we understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting bid processing fee under the RFP.	NO CHANGE
4	Page No. 14 Sl. No. 1.1, 1.2 and 1.3	Experience of the bidder	May we kindly request you to clarify whether repetition of project citations under the Sl. No. 1.1, 1.2 and 1.3 is allowed.	Clarification: Repetition of projects citations under the Sl. No. 1.1, 1.2 and 1.3 is not allowed (all projects mentioned in the clauses should be Unique)
5	Page No. 18 Sl. No. 15 Disclosure	Blacklisting	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past. It is kindly requested to allow submission of a self-declaration letter authorized by the Signing Authority for not blacklisted as on date of bid submission.	Revised: The Bidder Should not be black listed as on date of Submission of the Bid. The Bidder have to submit self-declaration that they are not blacklisted as on date of Submission of bid

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
6	Page No.18 Sl. No. 15 Disclosure	Pending investigation by regulatory authority/criminal conviction against the Company/Directors/Partners	We request that the bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	<p>Revised: The Bidder have to submit self-declaration that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder as on date of submission of Bid</p>
7	Page No. 18 Sl. No. 14 Tech-6: Declaration of Conflict of Interest and Activities, Page No. 35	Conflict of Interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	<p>Clarification: Direct Conflict of Interest Shall not be allowed. Bidder shall have to submit declaration for no Direct or indirect Conflict of interest as per best of their knowledge at the time of submission of bid.</p>

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
8	Page No.19 Sl. No. 21	Confidentiality	<p>Exceptions to confidential information is not provided.</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.</p> <p>Client is therefore requested to kindly include the following clause:</p> <p>"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."</p> <p>In addition to the above, Client is requested to kindly include the following clause: (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;</p>	NO CHANGE

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
9	Page No.19 Sl. No. 20 Governing Law and Penalty Clause	Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value.	<p>May we kindly request you to limit the maximum Liquidation Damage for delay in delivery cumulatively to 5% of the contract value.</p> <p>Also, it is kindly requested to consider the following:</p> <p>(1) We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p> <p>(2) We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	NO CHANGE
10	Page No.19 Sl. No. 20 Governing Law and Penalty Clause	Time is of essence and LDs for delay	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause</p>	NO CHANGE

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
11	Page No. 20 Replacement of Key Personnel	Once the proposal for replacement is accepted, the consultant must replace the professional within 14 days of the communication of such approval.	May we kindly request to consider providing timeframe of 45 days for replacement of personnel's due to our internal process of necessary background verification of the candidates and approval for the deployment at client location.	Revised: Once the proposal for replacement is accepted, the consultant must replace the professional within 30 days of the communication of such approval.
12	Page No. 20 Replacement of Key Personnel	Penalties linked to replacement capped at (10%) / no exceptions provided (death, illness, resignation, etc.)	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.	Revised: Exemptions may be provided in exceptional case of Death/ Illness or other emergency situation not in control of the Bidder
13	Page No. 21 Sl. No. 20	Governing Law and Penalty Clause	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Hence, it is kindly requested to delete this clause from the RFP.	NO CHANGE
14	Others	Consortium/ Joint Venture/ Sub-Contracting with/to other firms	May we kindly request you to clarify if subcontracting/ outsourcing of professionals / experts with requisite academic qualification and relevant experience through our empaneled manpower service providers is allowed	NO CHANGE Consortium/ Joint Venture/ Sub-Contracting with/to other firms not allowed

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
15	Others	Limitation of Liability	<p>Since, outer boundary of liability is not documented in the RFP, we would request you to limit liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Ministry of Electronics and Information Technology. It is also the normal industry practice. May we kindly request you to consider including the following</p> <p>"Purchaser/ Client agrees that the Consultant's 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.</p> <p>Purchaser/ Client agrees that Consultant will not be liable for:</p> <ul style="list-style-type: none"> (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>Clarification: The liability shall be limited to 1X of the total contract value</p>
16	Others	Termination	<p>To uphold the principles of natural justice and 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</p>	NO CHANGE

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
17	Others	Intellectual Property Right: No protection to our pre-existing IPRs	<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 nonexclusive, perpetual and fully paid up license to the Purchaser/Client to use such preexisting IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	<p>Clarification: Pre-existing IPRs shall be the right of the bidder "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights"</p>

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
18	Others	Arbitration: No arbitration clause	<p>We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and Meity guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:</p> <p>"In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."</p>	NO CHANGE
19	Others	No third party disclaimer: There is no restriction on the usage of deliverable. No third party disclaimers.	<p>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.</p> <p>Please confirm our understanding is correct.</p>	NO CHANGE

Sl.No.	Page/Clause	Content of RFP Requiring Clarification	Change/Clarification Requested	District Mineral Foundation, Sundargarh Response
20	Others	Acceptance: No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil 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.</p> <p>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</p>	NO CHANGE