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Responses to RFQ Queries on Notice No.APEDB/Empanelment for DDR/002-2017/05072017

S.No.	Reference to Section and Clause of RFP	Query	Response
1	1.Introduction Sub-clause 1.3.4 of Clause 1.3 Validity of the Proposal	<p>Based on our past contractual experience, it is advisable to have a specified notice period in case of termination, should there be one.</p> <p>Also, this sub-clause does not provide for possibility of termination by the Consultant and our firm does not specify a policy for termination of contract. Accordingly, we request you to please specify the notice period and please add the following proposed conditions to sub-clause 1.3.4:</p> <p>The Consultant may suspend or terminate the Work Order, by not less than thirty (30) days in case</p> <p>a. Client does not make the payment to the Consultant</p> <p>b. Does not adhere to the arbitration judgement</p>	<p>The contract clauses will be included once the contract is entered in to post empanelment.</p>
2	3. Criteria for Evaluation for Technical Proposal, Clause 3.1 Evaluation of Proposals	<p>Deloitte has undertaken multiple engagements over the past decade with key ministries/departments/agencies of the Government of India and also of State level Governments. However, securing project completion/partial completion certificates from this particular clientele is challenging most of the times. In view of this, we request that certification from our Authorized Signatory regarding the status of completion along with Work order/ contract also be accepted instead of Completion Certificates from the Client, Work Orders and Phase Completion</p>	<p>Work orders will be accepted as per Amendment dated 24th July, 2017 to to Notice No.APEDB/Empanelment for DDR/002-2017/05072017</p>

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		<p>Certificates.</p> <p>OR</p> <p>The clause to be edited wherein either of the completion certificate or work order can be provided as a confirmation against work done.</p> <p>The clause may read:</p> <p>1.For completed assignments -</p> <p>Completion Certificates from the Client; Or Work Order with the fee indicated; or</p> <p>2. For ongoing assignments - Work</p> <p>Order Or Phase Completion Certificate and fee indicated from the Client. In on-going projects the deliverable or the milestone should have been achieved successfully.</p>	
3	1.Introduction, 1.5.Schedule of Selection Process	<p>We expect the queries raised to be reverted in 3-4 working days. Considering that we will only have only 3-4 days left in completing the proposal. In order to submit a compelling proposal, we would request you to provide at least fourteen (14) days extension for proposal submission.Accordingly, kindly consider extending the submission deadline</p> <p>by two (2) weeks.</p>	Submission deadline has been extended to 31 st July, 2017.
4	2. Instructions to Applicants	We request that the following proposed change be added:	Accepted as per Amendment dated 24 th July, 2017 to to

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	<p>Clause 2.9. Confidentiality</p>	<p>2.9. Confidentiality The empanelled firm/ Company and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the Authority, without the prior written consent of the Authority.</p> <p>The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.</p>	<p>Notice No.APEDB/Empanelment for DDR/002-2017/05072017</p>
5	<p>Appendix I, Form 1: Letter of Proposal</p>	<p>We request that the clauses be made applicable only to the team members being proposed as part of the project. As, given the size and scale of operations of our firm, it may be difficult to confirm/ adhere to the clause. Accordingly, please consider the suggested additional statement to each of the mentioned clauses: “Who would be working on the proposed assignment”</p>	<p>Accepted as per Amendment dated 24th July, 2017 to to Notice No.APEDB/Empanelment for DDR/002-2017/05072017</p>
6	--	<p>As per standard practices, the Consultant’s liability is restricted to the amount of the contract, which is acceptable to most clients. Accordingly, we request you to add the following clause to the concerned contract and/or the RFQ: “Notwithstanding anything contained in the contract, APEDB agrees that the Consultant shall not be liable to APEDB, for any losses, claims, damages, liabilities,</p>	<p>The contract clauses will be included once the contract is entered in to post empanelment.</p>

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		cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”	
7	Clause 2.1.2 Key Personnel - Qualifications for the position of Team Leader / Finance Expert / Market Assessment Expert	Over the recent years, many professionals have chosen to study specialized courses offered by international / national universities in economics / international development that deal with the study of governments and the development landscape that bear strong relevance to the requirements of the position of the Team Leader. We therefore request you to consider recognizing qualifications such as Masters in Economics / Development from reputed international / national universities as part of the desired qualification for the Team Leader as well as background check specialist.	A Masters degree in a relevant technical domain will be accepted as per Amendment dated 24 th July, 2017 to to Notice No.APEDB/Empanelment for DDR/002-2017/05072017
8	3 Criteria for Evaluation for Technical Proposal, Clause 3.2 (b) – Eligible Assignments	Considering the fact that the different contracts are made in different manner across companies, it’s practically not feasible to put a condition on the contract type. With our experience in most of the contracts we have done single contracts for single companies. We therefore request you to consider recognizing each due diligence report as an individual	In such cases each single contract will be awarded 1 mark.



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		assignment. W.r.t being an eligible assignment or to evaluate the relevant experience of the firm, APEDB can increase the count of eligible assignments required.	
9	3 Criteria for Evaluation for Technical Proposal, Clause 3.1 (II) – Experience of Key Personnel	Request you to kindly confirm the methodology basis which the marks will be allocated to the Team leader and Background check specialist	Equal weightage will be provided to: years of experience, number of relevant projects & qualifications.