

Queries /Suggestions received from M/s Grant Thornton

S. No.	Clause Number and Page/RFP	Existing Clause	GTBL Queries/Suggestions	Comments of ID-2 Division, MoS
1	Tender Schedule Last date of submission of Tender Page 3	Both technical & Commercial / financial together on 08.11.2024 by 03.00 PM	Request you to kindly extend the last date for submission of bid by 3 weeks i.e. 30-Nov-2024 as the many of our personnel will be on leave due to upcoming Diwali and Chhath festivals in month of November.	Both technical & Commercial / financial together on 14.11.2024 by 03.00 PM
2	6. Project Management Unit including minimum qualification of personnel Page 12	6.1 PMU1: Project Leader: 01 i. Education: B.Tech/ B.E. and M.Tech/ M.E. ii. General Professional Experience: Minimum 10 Years experience in the field of energy management and climate action. 6.3 PMU 3: Project Leader: 01 i. Education: B.Tech/ B.E. and M.Tech/ M.E. ii. General Professional Experience: Minimum 10	In lieu of the PMU work being techno-commercial in nature, we request change in the minimum qualification requirement of project leader (PL) for PMU1 & 3. For the educational qualification of Project leader of PMU 1 & 3, in addition to M.Tech / M.E., we request you to include "Post graduation or MBA in relevant field" as well.	'MBA from a premiere Institute' may be added in Educational Qualification and thus it may be amended as follows for PMU-1: "Education: B. Tech/ B.E and M.Tech/ M.E./MBA(from a premiere institute)" No change for PMU 3. As per bid document.

		Years experience in the field of steel sector/ metallurgy/ mining/ material science/ steel technology.		
3	7.15. substitution of Key personnel of PMUs Page 15	<p>ii) For the substitution within 6months of deployment of PMUs: As a condition to such substitution, a sum equal to 60%of the monthly remuneration specified for the PMUs be imposed as one-time damages on the PMUs and not as penalty to the PMUs</p> <p>iii) For the substitution within 6to 12 months of deployment of original PMUs: As a condition to such substitution, a sum equal to 30%of the monthly remuneration specified for the PMUs shall be imposed as agreed one-time damages on the PMUs and not as penalty to the PMUs.</p>	<p>We would like to request clarification on this clause. Specifically, we are seeking to understand whether 60% of the monthly remuneration will be deducted for the relevant PMU member(s) where there is a substitution, or if 60% of the monthly remuneration for all the PMU steam will be deducted in this case. Further, resignation of employees is not in hands of the bidder hence, we request you kindly provide relaxation in this criteria as following:</p> <p>“A sum equal to 30% of monthly remuneration of substituted professional to be imposed as one-time damages and not as penalty.”</p> <p>Similarly, for substitution within 6 to 12months following criteria may be considered:</p>	<p>This may be amended as</p> <p>(ii) “60% of the monthly remuneration of substituted personnel specified for the PMUs be imposed as one-time damages on the PMUs and not as penalty to the PMUs.”</p> <p>iii) “30% of the monthly remuneration of substituted personnel specified for the PMUs shall be imposed as one-time damages on the PMUs and not as penalty to the PMUs.”</p>

			<p>“A sum equal to 15% of monthly remuneration of substituted professional to be imposed as one-time damages and not as penalty.”</p> <p>Else, allow some relaxation in substitution e.g. maximum 2-3 substitution across all PMUs will be allowed on account of reasons of incapacity, death, due to health or resignation only. Post which the existing penalty will be applicable.</p>	
4	21 (ii) 1: Firm Financial stability Page 29	The bidder should have minimum average annual turnover of INR200 crores from consulting services during the last 3 audited financial years. Subject to maximum limit of 20 marks for turnover of INR1,000crore or above	<p>Since turnover is a function of the different lines of business (IT, M&A, HR Consulting, Tax, Internal Audit etc.) of a firm and these are structured differently for different firms, we seek relaxation in turnover. As such a high proposed turnover doesn't seem to be proportionate with the value of the opportunity.</p> <p>We would request you to remove annual turnover criteria from evaluation while it may be retained</p>	As per bid document.

			<p>only as eligibility criteria. The marks thus released may be allocated to project experience related to the focus areas.</p> <p>Else, reduce the threshold for award of maximum marks on turnover from INR1,000 crores to INR 500 crores because turnover is not a reflection of the delivery capability in the focus areas of the PMU. It will also encourage smaller/specialized firms to bid with a hope of not losing marks.</p>	
5	<p>21 (ii) 2: Firm Experience</p> <p>Page 29</p>	<p>The PMC should have minimum 7years of experience in providing assistance in preparing documents, reports, presentations, coordination of meetings, engagements and consultations, undertaking research, evaluation etc. related to the scope of work as defined in this bid document.</p> <p>The PMC should also have experience in directly providing services to the Ministries/</p>	<p>As per our understanding, to get full marks, we need to showcase at least one 15-year or older credential in the focus areas (in area of PMU/PMC for preparation of Reports, coordination meetings, consultation, research and evaluation directly working with Ministries/ Departments/ Indian Public Sector organizations/Enterprises / Undertakings or large private enterprises.) We seek clarification on this clause for the better understanding.</p>	<p>Technical Evaluation Criteria (column no. 3) of Firm Experience may be amended as:</p> <p>“The PMC should have minimum experience of 5 projects in providing assistance in preparing documents, reports, presentations, coordination of meetings, engagements and consultations, undertaking research, evaluation etc. related to the scope of work as defined in this bid document.</p>

		<p>Departments/ Indian Public Sector organizations /Enterprises /Undertakings or large private enterprises through at least 1assignment. Subject to maximum limit of 15 marks for experience of 15 years or above</p>	<p>We feel recent projects are a better reflection of current capability of the firm. Therefore, we seek relaxation in this experience criteria i.e., to be reduced from older than 15 years to less than/ within 10 years.</p> <p>Lastly, as per modern data laws, data beyond the minimum mandated period is generally archived or deleted. it would be challenge for firms to access the details of more than 15-year-oldprojects. Therefore, we seek relaxation in this experience criteria i.e., to be reduced from 15 years to 10 years.</p>	<p>The PMC should also have experience in directly providing services to the Ministries/ Departments/ Indian Public Sector organizations /Enterprises /Undertakings or large private enterprises through at least 1assignment.”</p> <p>Marking Criteria (column no. 4) of Firm Experience may also be amended as under: “marks = 2X - 5, where X= no. of years of experience. Subject to maximum limit of 15marks for experience of 10projects or above”</p>
6	21 (ii) 3: Sectoral Experience Page 30	<p>The PMC should have minimum 5years of experience in activities related to focus areas for each ofPMU1, PMU2 and PMU3, as mentioned in Para 4 of this RFP, at national and international levels working independently.</p>	<p>As per our understanding, to get full marks, we need to showcase at least one 15-year or older credential in the focus areas. As you are aware that Green steel/ Decarbonization of Steel Sector/ ADD-MIP-SGD etc. are comparatively new domains for the steel</p>	<p>Technical Evaluation Criteria (column no. 3) of Sectoral Experience may be amended as: “The PMC should have minimum experience of 2 projects in last 15 years in activities related to focus areas for each ofPMU1, PMU2 and</p>

	<p>The Bidder should submit a maximum 2000-word write-up for each case study highlighting the context and complexity of the project, key design challenges faced, stakeholders managed, key deliverables and outcomes achieved.</p> <p>Subject to maximum limit of 7 marks for PMU 1 for experience of 15 years or above</p>	<p>sector, so it will be a challenge to secure 15-year-old credentials in the focus areas.</p> <p>We feel recent projects are a better reflection of current capability of the firm. Therefore, we seek relaxation in this experience criteria i.e., to be reduced from older than 15 years to less than/ within 7 years.</p> <p>Alternatively, you may also consider criteria based on number of projects rather than years of experience and award maximum marks for 3 projects in last 7 years in the given focus areas.</p>	<p>PMU3, as mentioned in Para 4 of this RFP, at national and international levels working independently.</p> <p>The Bidder should submit a maximum 2000-word write-up for each case study highlighting the context and complexity of the project, key design challenges faced, stakeholders managed, key deliverables and outcomes achieved.”</p> <p>Marking Criteria (column no. 4) of Sectoral Experience may also be amended as under: <u>“PMU1 and PMU3:</u> Marks=0.4X+2.2, where X= no. of projects</p> <p>Subject to maximum limit of 7 marks per PMU for experience in 12 projects or above</p> <p><u>PMU2:</u> Marks=0.3X+2.4, where X= no. of projects</p> <p>Subject to maximum limit of 6 marks for PMU-2 for experience in 12 projects or above”</p>
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7	Form TP 2, Bidder organization & experience Page 46	Consortium 1. Bidder's Organisation Provide here a brief description of the background and organization of your organization/entity and each associate for this assignment/job.	In the RfP, there is no mention of Consortium partner, we understand considering the multiple competency requirement and the complexity of the assignment, forming consortium is allowed. Kindly confirm.	Consortium may not be allowed
8	List of Documents Point no. (ii) Page 28	Copy of contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/assignment in process date and year of award.	Copy of contract/workorders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/assignment in process date and year of award.	As per bid document
9	22. General terms and conditions Page 27	ix) Even though Bidders satisfy the necessary requirements they are subject to disqualification if they have: b) Record of poor performance such as abandoning work, not properly completing contract, financial failures or	As a firm we are committed to completing each contract with due sincerity. We provide diverse services to many clients, and do not maintain records of delayed completion or improperly completed work. We conduct ongoing client satisfaction surveys and endeavour to address client concerns during the assignment to avoid such unfortunate outcomes. As	'Financial failures or delayed completion' may be deleted and thus it may be amended as : "ix) Even though Bidders satisfy the necessary requirements they are subject to disqualification if they have: b) Record of poor

		delayed completion.	such, we donor have suitable records based on which we can make any assertions related to this. Kindly clarify.	performance such as abandoning work, not properly completing contract, etc.”
10	26.2 Insurance to be taken out by PMC Page 38	d) Except in case of Third-Party liabilities, the insurance policies so procured shall mention the Ministry of Steel as the beneficiary of the PMC and the PMC shall procure an undertaking from the insurance company in this regard.	Please note that we maintain the insurances at firm level and all the projects of GTBL are covered in it. Thus, adding you as a beneficiary will be an additional requirement. Thus, we request you to please waive off this requirement.	Ministry of Steel can be replaced with JPC at all places mentioned in para 26 (Liability of Bidder to the Client and Insurance) of the bid document. And, 26.2 (d) may be deleted
11	33. Technical Proposal – other undertaking Page 44	iii) Undertaking stating that 'I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public MoS nor have had any contract terminated by any public authority for breach on our part."	Request you to kindly limit this declaration for the public entities only.	As per bid document
12	5. Scope of work Page 9	5.1 PMU 1 xxii. Parliament Questions, VIP references, CPGRAMS,	May please confirm that PMU advise on legal matters shall not be considered as legal opinion but only	As per bid document

		RTI, Court Cases on related matters, CBI Matters, PMO references, Annual Report, etc. and Material relating to above	interpretation of regulatory provision.	
13		Limitation of Liability	Request you to kindly add following clause in the RfP: The aggregate liability of the Bidder whether in contract, tort, statue or otherwise shall be limited to the amount of the fees that the Bidder has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregate liability shall not exceed the amount received by the Bidder in the immediately preceding year. The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty, or gross negligence of the Firm or in respect of	As per bid document

			<p>liabilities which cannot lawfully be limited or excluded.</p> <p>Neither party shall be liable to the other for any indirect, special, or consequential loss (including but not limited to loss of profit – whether direct or indirect - loss of production), loss of contracts, loss of use, loss of business, and loss of business opportunity.</p>	
14		Mutual Indemnities	<p>Request you to kindly add following clause in the RfP:</p> <p>The Client/Purchaser shall indemnify and hold harmless the Bidder for any losses incurred or damages suffered due to:</p> <ul style="list-style-type: none"> i. Third party claims ii. Any fraud, misrepresentation, or omission of facts by the Client/Purchaser or its personnel 	As per bid document

15	Retention Rights	Request you to kindly add following clause in the RfP: The Bidder shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Bidder confidentiality obligations shall continue throughout the time, such Confidential Information is retained notwithstanding the termination of the Agreement.	As per bid document
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Queries /Suggestions received from M/s CRISIL

S. No.	Clause Number and Page/RfP	Clause Description as per RFP	Queries/Suggestions made by CRISIL	Comments of ID-2 Division, MoS
1	Page 1/ Clause 4	Last Date/Time/Place of submission of Tender – 08.11.2024/till 3p.m.	Requesting you to kindly extend the bid due date till 22 nd November 2024 for preparation of a comprehensive proposal as per the requirement of the RFP.	Both technical & Commercial / financial together on 14.11.2024 by 03.00 PM

			<p><u>Proposed Suggestion</u> “Last Date/ Time/ Place of Submission of Tender – 22.11.2024 till 3 p.m.”</p>	
2	Page 12/ Clause 6.1	<p>PMU-1- Key Requirement and Minimum Qualification</p> <p>Project Leader- 01 Education: B. Tech/B.E.and M.Tech./M.E.</p>	<p>In terms of Qualification of Project Leader for PMU-1, kindly consider the minimum qualification of MBA without restricting to M.Tech./M.E and also Post Graduation inequivalent fields.</p> <p><u>Proposed Suggestion</u> PMU-1 Project Leader- “Education: B. Tech/B.E. &M.Tech./M.E/MBA/ Postgraduation in equivalent fields.”</p>	<p>May be modified as proposed at serial no. 2 against the clarifications /suggestions raised by M/s Grant Thornton</p>
3	Page 12/ Clause 6.1	<p>PMU-1- Key Requirement and Minimum Qualification Team Members-04 Education: B.Tech./B.E. or Masters in Environmental Studies or related field</p>	<p>In terms of Qualification of Team members for PMU-1, kindly consider the minimum qualification of Master’s in Sciences in all disciplines without restricting to Environmental Studies.</p> <p><u>Proposed Suggestion</u> PMU-1 Team Members- 04 “Education: B.Tech./B.E. or Masters in Sciences”</p>	<p>As per bid document.</p>
4	Page 12/ Clause 6.2	<p>PMU-2- Key Requirement and Minimum Qualification</p>	<p>In terms of Qualification of Team member for PMU-2, kindly consider the minimum</p>	<p>As per bid document.</p>

		Team Member-1 Education: LLB/MBA (International Trade/Foreign Trade)	qualification of MBA (General) also instead of restricting to MBA in International Trade/ Foreign Trade. <u>Proposed Suggestion</u> PMU-2 Team Members- 01 "Education: LLB/MBA".	
5	Page 13/ Clause 6.3	PMU-3- Key Requirement and Minimum Qualification Team Leader-1 Education: B. Tech/B.E. and M. Tech/M. E	In terms of Qualification of Team Leader for PMU-3, kindly consider the minimum qualification of Masters in Geological Sciences/ Applied Geology along with B. Tech/ B.E. and/orM.Tech./ M.E. <u>Proposed Suggestion</u> PMU-3 Team Leader- 01 "Education: B. Tech/B.E./ M.Tech./M.E./ Masters in Geological Science/ Applied Geology"	As per bid document.
6	Page 13/ Clause 6.3	PMU-3- Key Requirement and Minimum Qualification Team Member-04 Education: B. Tech/B.E.	In terms of Qualification of Team Members for PMU-3, kindly consider the minimum qualification of Masters in Geological Science/ Applied Geology along with B.Tech./ B.E. <u>Proposed Suggestion</u> PMU-3 Team Member- 04 "Education: B.	As per bid document

			Tech/B.E./Masters in Geological Science”	
7	Page 13/ Clause 7.3	The agency will undertake not to sub-contract any part of this work to third party	<p>Requesting you to kindly allow sub- contracting restricted to undertaking scope of legal in nature as Management Consultant cannot deliver/ provide legal input/ legal opinion/ legal review. Further, requesting you to kindly elaborate on the type of legal services required in the Scope of Work as Management Consultant cannot provide any kind of support related to matters which are under litigation.</p> <p><u>Proposed Suggestion</u></p> <p>“The agency will undertake not to sub- contract any part of this work to third party. However, in case any part of the scope requires legal inputs/ legal review/ legal opinion the agency may outsource such part to any suitable legal firm”</p>	As per bid document.
8	Page 19/ Clause 10.1	Payment Schedule i)The PMC’s payments will be linked to satisfactory completion of contractual deliverables to be paid monthly as per the distribution and frequency of activities in the 12 months duration of	As per the RFP, the contract is formulation of 3 PMUs through which as per scope provided in the said RFP to be carried out. Therefore, it is a retainership project here monthly payment to be made on attendance basis as penal provisions (Refer 7.16 (ii) of the RFP) are also applicable on	As per bid document

		the contract. Payment would be made in 12 equal monthly installments at the end of every month from the start date.	leaves beyond 18 days on yearly basis. However, the payment schedule refers to payment on completion of contractual deliverables. Therefore, requesting clarification on the payment schedule.	
9	Page 28/ Clause 21 (i) (ii)	Copy of contract/ workorders along with completion certificate indicating the details of previous assignments completed, client, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. The Signing Authority of the Bidder shall self-certify if the firm has done assignments on non-disclosure agreements.	Requesting you to kindly accept copy of contract/ workorder/ completion certificate/ CA certificate in place of copy of contract/ work orders along with completion certificate. <u>Proposed Suggestion</u> "Copy of contract/ work orders/ completion certificate/ CA certificate indicating the details of previous assignments completed, client, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. The Signing Authority of the Bidder shall self- certify if the firm has done assignments on non- disclosure agreements".	As per bid document.
10	Addition of new clause	Anti-Bribery and Anti-Corruption clauses need to be inserted	The following clause on Anti-Bribery and Anti- Corruption may be inserted under Clause 22 "General Terms &Conditions". "Each Party represents, warrants and undertakes that: (a) It has not and shall not	As per bid document.

offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private. (b) Each Party shall,

			<p>adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b). (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy”</p>	
11	Addition of new clause	Economic and Trade Sanctions	<p>The following clause on economic and Trade Sanction maybe inserted under Clause 22 “General Terms & Conditions”.</p> <p>“As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive</p>	As per bid document.

			<p>measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify ‘Consultant’ if any of these circumstances change, upon occurrence of which, ‘Consultant’ shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach”.</p>	
12	Addition of new clause	GST	<p>The following clause on GST may be added in Clause No. 10 – Payment Schedule.</p> <p>“The GST registration number (“GSTIN”) provided by the Client will be used by</p>	As per bid document.

consultant for filing of the GST returns.

With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST

will be considered as the consumption location for the Services provided by consultant under this Agreement.

Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured

by the Client in the details and documents uploaded to the GSTN. Additionally, the Client shall be responsible and liable for providing its correct GSTIN and consultant will not be responsible for verification of the Client's GSTIN. Where the Client fails to furnish its GSTIN, consultant will treat the Client as being unregistered for GSTIN.

Where consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which

the credit note is issued by consultant to the Client. If the Client fails to do so, and this

			<p>results in additional liability for consultant, Client shall be liable to be reimburse consultant for any liability incurred by consultant (being the tax, interest and any penalties thereon)."</p> <p>"The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant."</p>	
13	Sharing of additional document	Draft Contract Agreement	Requesting you to kindly share the draft agreement of the contract to be signed with the selected agency having all standard terms and conditions for having full understanding of the contractual terms and conditions.	May be taken up after finalisation of contract with selected agency

Query/ Suggestions raised by PWC

S. No.	Relevant Section/ Annexure/ Chapter of RFP	Relevant content of RFP	PWC's Queries/Suggestions	Comments of ID-2 Division, MoS
1	<p>Page 3</p> <p>Schedule for receipt of proposals – Bid submission date</p>	<p>Last date of submission of bids: both Technical & Commercial/Financial together on 8.11.2024 by 3 PM at Joint Plant Committee, Regional Office, 301-306, Aurobindo Place, Hauz Khas, New Delhi - 110 016</p>	<p>We understand that this NIT requires plenty of documents, for example CA Certificates, Completion certificates, Work Order of multiple assignments, attested CVs and credentials, which will require a significant time period to collate these required documents and submit in the bid proposal. Therefore, we request you to extend the bid submission due date till 29 November</p>	<p>Both technical & Commercial / financial together on 14.11.2024 by 03.00 PM</p>
2	<p>Pg. no. 13,</p> <p>Minimum Qualification of Personnel</p>	<p>PMU-3 (Key requirement and Minimum Qualifications)</p> <p>Project Leader (PL): 01 i. Education: B.Tech/B.E. and M.Tech/M.E ii. General Professional Experience: Minimum 10 years in the field of steel sector/ metallurgy/ mining/ material science/ steel technology</p> <p>Team Members (TM): 04 i. Education: B.Tech/B.E. ii. General Professional Experience: Minimum 5 years</p>	<p>It has been understood from the tender document that the PMU-3 Consultant is required to deploy 4 (four) Team Members and 1 (one) Project Leader at the Ministry of Steel (MoS) Office. Clarification and a proposed modification regarding the educational qualifications for these roles are being sought.</p>	<p>As per bid document.</p>

in the field of steel sector/
metallurgy/ mining/ material
science/ steel technology

**Proposed Modification of
Educational
Requirements for Project
Leader:**

It is requested that the educational requirement for the Project Leader can be modified to include B.Tech/ B.E/B.Sc. or M.Tech/M.E/M.Sc./MBA or equivalent. This modification is proposed to allow for a broader pool of qualified candidates who possess both technical and managerial expertise, which is believed to be beneficial for the successful execution of the project.

**Proposed Modification of
Educational
Requirements for Team
Member:**

It is requested that the educational requirement for the Team Member can be modified to include B.Tech/ B.E/B.Sc./ MTech/ M.E/M.Sc. with minimum 4 years of experience. This modification is proposed to allow for a broader

			pool of versatile and agile candidates who possess sufficient technical and managerial expertise, which is believed to be beneficial for the successful execution of the project.	
3	Page no 29 Technical Evaluation Criteria - Annual Turn Over	<p>Technical Evaluation Criteria:</p> <p>The bidder should have minimum average annual turnover of INR 200 (Two Hundred crores) from Consulting Services during the last three (3) audited financial Years (2021-22, 2022-23, 2023-24).</p> <p>A Certificate of Chartered Accountant should be submitted.</p> <p>Marking Criteria: Marks = 0.0125 X + 7.5 where X = Average Turnover in Crores</p> <p>Subject to maximum limit of 20 marks for turnover of 1000 crore or above.</p>	We agree with the evaluation criteria	No comments
4	CI 26.1 Pg 38 Liability of the bidder to client and insurance	The PMC's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The PMC shall, subject to the limitation specified in this Clause 26.1, be liable to the Mos for any direct	We request to not make the limitation of liability subject to receivables under the insurance proceeds. We request to limit consultant's liability to 1X of the total contract	May be modified as proposed at serial no. 10 against the clarifications /suggestions

		<p>lessor damage accrued or likely to accrue due to deficiency in-services rendered by it. Except in case of negligence and/or wilful misconduct on the part of the PMC or on the part of any person acting on behalf of the PMC in carrying out the Services, with respect to damage caused by the PMC to the MoS, shall not be liable to the vendor for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds {A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the PMC hereunder, or (B) the proceeds the PMC may be entitled to receive from any insurance maintained by the PMC to cover such a liability, whichever of {A) or {B) is higher.</p>	<p>value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice.</p> <p>The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.</p>	<p>raised by M/s Grant Thornton</p>
5	<p>Sl no. 2 of Clause 21 Pg27 and Clause 33 (i) at page 43 Declaration sought is not in line with the eligibility criteria</p>	<p>Blacklisting- Bidder should not be black listed by any Central /State Government / Public Sector Undertaking in India. Undertaking by bidder should be submitted.</p> <p>Fraud and Corrupt Practices - The bidders and the irrespective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Ministry of Steel shall reject a Proposal without</p>	<p>We note that the declarations sought in the RFP are not in line with the eligibility criteria. In view of the same, we request you to please align clause 33 (i) at page 43 with Sl no. 2 of Clause 21 Pg 27</p>	<p>As per bid document.</p>

		<p>being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Ministry of Steel shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry of Steel for, inter alia, time, cost and effort of the Ministry of Steel, in regard to this document, including consideration and evaluation of such Bidder's Proposal.</p>		
6	<p>Cl 22 (ix) (b) Pg 35/ Clause 33 (iii) at page 44 -Non-Performance</p>	<p>Even though Bidders satisfy the necessary requirements they are subject to disqualification if they have:</p> <p>Made untrue or false representation in the form, statements required in the application document. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.</p> <p>Technical Proposal-Other Undertakings An undertaking stating that</p>	<p>We request you to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract.</p>	<p>As per bid document.</p>

		<p>Bidder/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.</p> <p>Undertaking stating that: "Team Lead/ Subject Matter Experts/ Support Consultants would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced persons will be inducted to carry out the assignment in case of award."</p> <p>Undertaking stating that "I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public MoS nor have had any contract terminated by any public authority for breach on our part." An undertaking regarding non-disclosure/sharing of confidential information with third parties.</p>	<p>Our undertaking shall be subject to the aforesaid clarifications. Please confirm if our understanding is correct.</p>	
7	<p>Pg. no. 15, Section 7.15 - Substitution of Key</p>	<p>ii. For the substitution, within 6 months of deployment of PMUs: As a condition to such substitution, a sum equal to</p>	<p>We understand that the "60% of the monthly remuneration" means that 60% of proportional monthly rate of the</p>	<p>May be modified as proposed at serial no. 3 against the clarifications</p>

<p>Personnel of PMUs</p>	<p>60% of the monthly remuneration specified for the PMUs shall be imposed as one-time damages on the PMUs and not as penalty to the PMUs.</p> <p>iii. For the substitution, within 6 to 12 months of deployment of original PMUs: As a condition to such substitution, a sum equal to 30% of the monthly remuneration specified for the PMUs shall be imposed as agreed one-time damages on the PMUs and not as penalty to the PMUs.</p>	<p>substituted individual for one month will be deducted, please clarify our understanding.</p> <p>Also, as per the contracts of other government organizations like state departments and SMDs, (like JSMD, JEMCL, DGM Chhattisgarh – Documentary evidence provided in Annexure - 1) similar clauses are added with provision of deduction amount equal to 2% to 5% of one month (proportional monthly rate of team member) of the substituted team member.</p> <p>Therefore, we further request you to modify this clause as following:</p> <p>ii. For the substitution, within 6 months of deployment of PMUs: As a condition to such substitution, then a sum equal to 5% of the total monthly fee of that position in the month of substitution shall be imposed as one-time damages on the PMUs and not as penalty to the PMUs.</p> <p>iii. For the substitution, within 6 to 12 months of</p>	<p>/suggestions raised by M/s Grant Thornton</p>
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			<p>deployment of original PMUs:</p> <p>As a condition to such substitution, then a sum equal to 3% of the total monthly fee of that position in the month of substitution shall be imposed as one-time damages on the PMUs and not as penalty to the PMUs.</p>	
8	Pg. no. 17, Section 8 - Duration of Engagement	The selected PMC shall be engaged for a period of one year (12 months) from the issuance of the contract. This will be extendable up to 2 years (one year at a time) based on the requirement on same terms, conditions and rate.	<p>We understand that as per the existing provision, the duration of engagement is only one year (12 months) which can be extended up to 2 more years at same contract rate. However, as per our experience of similar assignments, retainership assignments with government organizations (like JSMD, JEMCL, DGM Chhattisgarh – Documentary evidence provided in Annexure -1)) are usually awarded with a provision of escalation in work value/ contract value up to 10% of each extended year of service. Escalation is provided considering the reasons such as increasing cost of living of</p>	As per the bid document.

			employees, inflation, and consumer Price Index (Industrial Worker), other associated costs. Therefore, we request to add appropriate escalation rate in the existing clause.	
9	Pg. no. 18, Section 9 - Deliverables and Outcomes	iii. The PMC through the PMUs will prepare model proposals/agendas/notes/write-ups/action taken reports/Power Point Presentations and necessary follow ups/progress reports/excel based progress trackers, etc. for the consideration of various stakeholders in close coordination with the Divisions concerned and select national and international organizations. For this purpose, the PMC will identify data sources and other reference material and work on those.	It is understood that any market database (third party database like BigMint, Steelmint, etc.) or reference materials relevant to the assignment, if required during the course of engagement, will be provided/procured by JPC or the database subscription cost to be reimbursed to PwC on actuals.	As per the bid document.
10	Pg. no. 54, Form FP-3	Monthly rates proposed	We understand that in the table, which is provided in the FP-3 at page no. 54 of the RFP document, bidder have to provide the "Monthly rates proposed (in Rs.) " excluding the GST. Please clarify our understanding.	As per bid document.
11	Pg no. 28, Section 21 -	ix. A certificate for Firm Financial Stability	It is requested to kindly provide the existing formats or template for	As per bid document.

	Evaluation Criteria, List of Documents	x. A certificate for Firm Experience	the below certificates. ix. A certificate for Firm Financial Stability x. A certificate for Firm Experience	
12	Pg no. 43, Section 33 - Technical Proposal - Other Undertakings	i. An undertaking stating that Bidder/Organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises. iii. An undertaking regarding non-failure to perform. iv. An undertaking regarding non disclosure/sharing of confidential information with third parties.	We understand that the bidder shall submit the self-declaration of the undertaking in this regard. Please confirm	As per the bid document.
13	Pg no. 13, Section 7 – PMU Services – 7.3	The PMU will undertake not to sub-contract any part of this work to third party	Together with Form TP-1 which states that “We are submitting our Proposal in association with...”, we understand that it is permissible to submit the proposal in association with other firms but it is not permissible to sub-contract once the contract is awarded. Please clarify if our understanding regarding submission of proposals in association with other firms is correct or not.	As per the bid document.
14	Pg no. 12, Section 6 – 6.1 – PMU 1	Key requirements and Minimum Qualifications Project Leader (PL) Education: B. Tech/B.E. and M.	We request that requirement of M. Tech/ME be waived off in case of	May be modified as proposed at serial no. 2 against the

		Tech/M.E General Professional Experience: Minimum 10 years' experience in the field of energy management and climate action	experts with more than 12years of required experience	clarifications /suggestions raised by M/s Grant Thornton
15	Pg no. 5, Section 2 – Context	A Project Management Consultancy will be selected to establish and run PMUs with consultants and experts having domain knowledge and expertise to undertake all activities related to the Divisions concerned of MoS.	Given the diverse nature of the three focus areas of the PMUs, will you consider dividing the work into three separate lots and award individual contracts for each of the three lots.	As per the bid document.
16	Annexure 1:Documentary evidence from past government tenders: RFP No & Dated: RFP No.: 01/2022-23, Dated of issuance: 25.08.2022 Name of RFP: Selection of Management Consultant cum Transaction Advisor for Jharkhand State Mineral Development Corporation Limited (JSMDC)	Payment Schedule	(iv) Clause for extension of contract with escalation And (vi) Clause for replacement of resources	As per the bid document.

Queries and Suggestions received from M/s Deloitte Touche Tohmatsu India LLP

S. No.	Clause Number and Page/Rfp	Document Reference	Clarification	Deloitte's Queries/Suggestions	Comments of ID-2 Division, MoS
1	Page 1, Table Point 11	Tenure of Contract	Terms , conditions and rates to remain same in case of extension of project	Generally Govt.tenders have a 5% rate increment extension clause for multi-year contracts. Request you to include the same in case of extensions in 2nd and 3rd year.	As per bid document.
2	Page 1, Table Point 4	Submission date of tender	Current submission date is 8 th Nov 2024	Request you to please extend the bid submission date to 8 th Dec 2024. Since the RFP asks us to demonstrate 15 years of experience, we would need some time to accurately provide all the relevant documentation. After pre-bid meeting responses, we need about 1 month time to obtain internal risk clearances and submit a comprehensive response to the tender.	Both technical & Commercial / financial together on 14.11.2024 by 03.00 PM
3	Page 1, Table Point 6	Presentation	Format for Approach and Methodology	We assume we will submit the A&M in ppt format. Please confirm if our understanding is correct.	As per bid document.

4	Page 3, Table Point 5	Schedule of Receipt of Proposals	Presentation by the bidders followed by interviews on 13.11.2024	Do all the 13 team members need to be present during the presentation? If yes, will all of them be interviewed? If yes, what will be the interview marks allocated?	As per bid document.
5	Page 5	Definitions "Bidder Definition"	Bidder means any interested Firms/ Companies/Agenc ies who submit their proposals that may provide or provides services to the Ministry under the Contract	Please clarify if individual external experts can form part of thePMU team given that the bidder shall be solely responsible for all obligations, responsibilities as per the contract. This is suggested as decarbonization for Steel sectors includes varied decarbonization technolo gies. For the same, resourcefulness of independent Subject Matter Experts (SME)for different technologies available in India should be leveraged.	As per bid document.

6	<p>Page 7, Para 4.2, point no. iii</p>	<p>Focus Areas of three PMUs (PMU-2)</p>	<p>Publication of SIMS Reports on Ministry's website</p>	<p>- What shall be the frequency of such publication? Further we understand that the report shall be provided to the Ministry and they shall publish the same on the website. Please confirm if our understanding is correct.</p> <p>- Are there any guidelines for the publication of SIMS data on the Ministry's website?</p>	<p>As per bid document.</p>
7	<p>Page 7, Para 4.2, point no. iv</p>	<p>Focus Areas of three PMUs (PMU-2)</p>	<p>Technical and domain specific assistance in integration of SIMS portal with ICEGATE platform.</p>	<p>- Kindy elaborate on the assistance that may be required, including any specific support related to the GST Network(GSTN) integration, if applicable.</p> <p>- We understand that 'technology' related assistance in integrating SIMS portal with ICEGATE platform is not required. Please confirm if our understanding is correct.</p> <p>- What is the current level of integration between SIMS and ICEGATE platform, if any?</p>	<p>As per bid document.</p>

8	<p>Page 7, Para 4.2, point no. v to ix</p>	<p>Focus Areas of three PMUs (PMU-2)</p>	<p>Assistance in improving policy measures and coordination with Ministries</p>	<p>- We understand that the coordination with Department of Commerce, DGTR, DGFT and Ministry of Finance (CBIC) would be for (i) providing recommendation on areas of improvement and (ii) discussion on its feasibility and manner of implementation. Kindly confirm our understanding.</p> <p>- We further understand the scope of work will be limited to just coordination with the mentioned Ministries and does not entail any drafting of budget proposals, policies, etc under discussion/being coordinated, including any GST or indirect tax advisory thereon. Please confirm.</p>	<p>As per bid document.</p>
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9	Page 7, Para 4.2, point no. x	Focus Areas of three PMUs (PMU-2)	Suggestion on indirect taxation - GST, Custom duty, RoDTEP scheme	<p>- Kindly elaborate on the assistance required in relation to GST, Customs Duty and the RoDTEP scheme? Will the PMC be responsible for providing tax advisory on the implications of GST and Customs Duty and the RoDTEP scheme and will such advisory be provided on an as-needed basis or proactively?</p> <p>- Does it encompass formulating policy recommendations or providing strategic advice aimed at maximizing tax benefits within the frameworks of GST and Customs Duty?</p>	As per bid document.
10	Page 7, Para 4.2, point no. xii	Focus Areas of three PMUs (PMU-2)	Assistance in analysis and monitoring of steel prices	<p>- Please confirm whether the data for such analysis and monitoring will be provided by MoS to the PMC or PMC needs to be gather the data on its own?</p> <p>- We understand that such analysis will be limited to assessing the impact of indirect taxes like GST and Customs on steel prices? Please confirm</p>	As per bid document.

11	Page 7, Para 4.2, point no. xiii	Focus Areas of three PMUs (PMU-2)	Coordination with other divisions/sections of Ministry on various matters	Request you to kindly clarify the matters (other than the one mentioned in point no. v to ix), particularly if there are any coordination requirements related to GST or Customs policy advocacy, wherein coordination with other divisions/sections is envisaged.	As per bid document.
12	Page 9, Para 5.1, point no. vii	Scope of Work (PMU-1)	Assistance in MRV activities as and when required	Generally MRV is carried out for implemented decarbonization technologies in an industry. Is PMU expected to go to the industry and carry out MRV activities at specified industries? If yes, then MRV for how many technologies in how many industries?	As per bid document.
13	Page 9, Para 5.1, point no. xvii	Scope of Work (PMU-1)	Assistance in setting up pilot experiments and assisting business model development MRV activities as required	Generally, pilot experiments in decarbonization are carried out in an industrial set-up and conducted by the industry. Please clarify nature of the support required from the PMU in setting up experiments.	As per bid document.

14	<p>Page 10, Para 5.2, point no. ii</p>	<p>Scope of Work (PMU-2)</p>	<p>Development and Evaluation of Policies</p>	<p>- We understand that the development and evaluation of policies will be limited to those related to indirect taxes such as GST and Customs. Kindly confirm if our understanding is correct.</p> <p>- Whether PMC will be responsible for initiating new policy proposals or its responsibility will be limited to evaluating and improving existing policies?</p> <p>- Will the PMC be expected to collaborate with external stakeholders (e.g., industry bodies, international organizations) during the policy development process?</p>	<p>As per bid document.</p>
15	<p>Page 10, Para 5.2, point no. iv</p>	<p>Scope of Work (PMU-2)</p>	<p>Assistance in conceptualization, planning and implementation of activities related to Focus areas</p>	<p>We understand that as 'conceptualization' would be a one time activity to be done at the start of the assignment. Kindly confirm the understanding.</p>	<p>As per bid document.</p>

16	Page 10, Para 5.2, point no. v	Scope of Work (PMU-2)	Monitor and document global regulatory trends	Whether PMC have access to any global databases or tools provided by MoS for tracking these regulatory changes or will it need to develop its own system for monitoring?	As per bid document.
17	Page 10, Para 5.2, point no. xiv	Scope of Work (PMU-2)	Parliament Questions, VIP references, CPGRAMS, RTI, Court cases on related matters, CBI matters, PMO references, Annual Reports etc. and material relating to the above	<p>- We understand that the assistance required in handling the mentioned references will be limited to matters related to indirect taxes such as GST and Customs. Kindly confirm if this understanding is correct.</p> <p>- Will the assistance be limited to review of the responses prepared by MoS or it includes drafting such responses including providing technical inputs?</p>	As per bid document.
18	Page 10, Para 5.2, point no. xv	Scope of Work (PMU-2)	Any other activity as specified by the Ministry	Given that the scope of work is very exhaustive, request you to kindly remove the reference of this point.	As per bid document.

19	Page 11, Para 5.3, point no x	Scope of Work (PMU-3)	Establish systems for comprehensive data collection and analysis on the given subject matter	We understand that the PMC will assist MoS in establishing systems for data collection and analysis. We will not be responsible for implementing any software systems. We suggest modifying the clause as: Assistance in establishing systems / mechanisms for comprehensive data collection and analysis on the given subject matter	As per bid document.
20	Page 12, Para 6.1	Minimum Qualification of Personnel (PMU-1 Project Leader)	Education : B.Tech/B.E. and M.Tech/M.E	We suggest including MBA/PGDM as acceptable Degree for Project Leader . The clause can be modified as : Education : B.Tech/B.E. and M.Tech/M.E/MBA/PGDM. Also, request you to modify the relevant experience (needed for Team Leader) to 8 years instead of 10 years.	May be modified as proposed at serial no. 2 against the clarifications /suggestions raised by M/s Grant Thornton

21	Page 13 Para 6.3	Minimum Qualification of Personnel (PMU-3 Project Leader)	Education : B.Tech/B.E. and M.Tech/M.E	We suggest including MBA/PGDM as acceptable Degree for Project Leader . The clause can be modified as : Education : B.Tech/B.E. and M.Tech/M.E/MBA/PGDM Also, request you to modify the relevant experience (needed for Team Leader) to 8 years instead of 10 years.	As per bid document.
22	Page 13		Request for an overall team leader	Since there are 3 PMUs involved which will be working with different divisions of MOS, we request to have a position for an overall Team Leader. This may be a hybrid role (onsite presence + offsite working) who will coordinate with MoS for the smooth functioning of the PMUs.	As per bid document.
23	Page 15 Para 7.15(ii)	Substitution of Key Personnel of PMUs (For substitution within 6 months)	For Substitution within 6 months, a sum equal to 60 % of the monthly remuneration specified for the PMUs be imposed as one time damage	Please clarify monthly remuneration means which one of the these : 1. Total monthly remuneration for all 3 PMUs 2. Monthly remuneration for the specific PMU in which substitution happens 3. Monthly remuneration of member being substituted	May be modified as proposed at serial no. 3 against the clarifications /suggestions raised by M/s Grant Thornton

24	Page 15 Para 7.15(ii)	Substitution of Key Personnel of PMUs (For substitution within 6 months)	For Substitution within 6 months, a sum equal to 60 % of the monthly remuneration specified for the PMUs be imposed as one time damage	We request to remove the clause for substitution as this clause is prohibitive. For example, even if someone resigns, we need to pay a penalty which would be difficult. Alternatively, we suggest the following options which are common practices in govt tenders: Option 1: These clauses be exercised if substitution happens in excess of 1 member for any particular PMU. Option 2: Max 2 replacements may be allowed for the entire PMU within a one year period. After that penalties may be imposed.	May be modified as proposed at serial no. 3 against the clarifications /suggestions raised by M/s Grant Thornton
25	Page 17 & 18 Para 9, point no. ii, iv	Deliverable and outcomes	To prepare notes etc. and provide inputs on themes including but not limited to Focus Areas as mentioned in Para 4 above.	Request if this can be re-worded to have the inputs in the deliverable limited to the Focus Areas mentioned in Para 4.	As per bid document.
26	Page 19 Para 10(v)	Payment Schedule	The vendor will submit invoice of monthly payments before MoS	Please clarify if we have to submit a combined invoice for all three PMUs or separate invoices for each PMU.	As per bid document.

27	Page 19 Para 10(v)	Payment Schedule	The vendor will submit invoice of monthly payments....vendor and MoS , D I Steel will send JPC an advice for payment	Please clarify the meaning of D I Steel	May be typographical mistake, 'D I Steel' may be replaced by JPC Division. Invoices are to be submitted by vendor to JPC Division who after obtaining satisfactory performance certificate of the PMU from the concerned division in MoS, will forward the invoice to JPC for release of payment.
28	Page 24 Para I)	EMD Adjustment for Successful Bidder	Earnest Money Deposit of the successful vendor will be retained as security deposit	Please clarify if the EMD in case of successful award of contract be adjusted in the 3% of the total work value being collected as security deposit	As per bid document.
29	Page 27 Para 21 i) 3.	Eligibility: Min Qual. criteria	Min average turnover of INR200cr from consulting services	1. Kindly confirm if consulting includes advisory services and IT consulting. 2. We request you to increase the value to 1000cr (total average)	As per bid document.
30	Page 27 Para 21 i) 3.	Eligibility: Min Qual. criteria	Projects/ Credentials in Eligibility	While the "list of documents" call out contract copies / work orders client value etc, the "Min Qual criteria" does not call out any experience related criteria. Then we assume that we don't need to present any work experience credential as part of eligibility criteria. Please confirm if our	As per bid document.

				understanding is correct.	
31	Page 27 Para 21	Evaluation Criteria	The bidder should have a minimum average annual turnover of INR 200 (Two Hundred) crores from Consulting Services during the last three (3) audited financial Years (2021-22, 2022-23, 2023-24). A Certificate of Chartered Accountant should be submitted	Request you to please add this clause ".In the event that Financial Audited statement for FY 2023-24 is not available at time of submission, Financials for FY 2020-21, FY 2021-22 and FY 2022-23 can be considered". As the Financial Audited Statements are still being finalized for FY 2023-24, Audited statements of FY 2023-24 may not be available during the time of proposal submission.	As per bid document.
32	Page 28 Point No. x	Eligibility: Min Qual criteria > List of documents	Certification for firm experience	Kindly provide us the format for this certificate	As per bid document.
33	Page 28 Point No. ix	Eligibility: Min Qual criteria > List of documents	Certificate for firm financial stability	Kindly provide us the format for this certificate	As per bid document.

34	Page 28 Point No. ii	Eligibility: Min Qual criteria > List of documents	Work order and Completion Certificate requirements for Creds	We suggest modifying this to Work Order or Completion Certificate for validating credentials of our experience. Also, please allow for self- attested certificate or auditors certificate for proof of completion.	As per bid document.
35	Page 29 Para 21(ii)	Technical Evaluation Criteria (Table 1. Firm Financial Stability)	Max 20 marks for turnover of 1000 cr and above marks = $.0125 * X$ + 7.5	We request to increase the cap from 1000 cr to 2000 cr for max 20 marks. Formula to be modified as : marks = $.00625 * X + 7.5$	As per bid document.
36	Page 29 Para 21(ii)	Technical Evaluation Criteria (Table 2. Firm Experience)	Proof for firm experience	Please clarify how to demonstrate the proof of firm experience. Should we show a 15 year old credential or or certificate of incorporation. In case we need to show 15 year old credentials, (dated say 2009), then does it have to be a PMU related credential or any assignment which relates to the focus areas in the scope. If PMU, it can be for any sector we assume? Please confirm. We assume that both Indian and global creds will be allowed? Please confirm.	As per bid document.

37	Page 30 Para 21(ii)	Technical Evaluation Criteria (Table 3. Sectoral Experience)	PMU-1 and PMU-3: marks = .4X + 1 where X = no.of years of experience PMU-2 marks = 0.3X + 1.5	Please clarify how to demonstrate the proof of domain experience in the respective PMUs. Should we just show a 15 year old credential each for the respective PMU 1,2 and 3. In case we need to show 15 year old credentials, (dated say 2009), then does it have to be a PMU related credential or any assignment which relates to the focus areas in the scope. Request you to please consider any assignments related to the scope. Also, request if we can reduce the 15 year to 10 years. Also, what is the minimum or maximum number of assignments that we need to show for each domain of PMU? Request you to assign a scoring to number of assignments as well if possible. We assume that both Indian and global creds will be allowed? Please confirm.	May be modified as proposed at serial no. 6 against the clarifications /suggestions raised by M/s Grant Thornton
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38	Page 31 Para 21(ii)	Technical Evaluation Criteria (Table 4. Team Experience Project Leader Qualification)	Last Line : They will be evaluated separately for each PMU with max of 3 marks each	We believe this is a typographical error. We suggest modifying this as : They will be evaluated separately for each PMU with max of 4 marks for PMU-1 and max of 3 marks each for PMU-2 and PMU-3	Last line may be modified as : "They will be evaluated separately for each PMU with max of 4 marks for PMU-1 and max of 3 marks each for PMU-2 and PMU-3"
39	Page 38 Para 26.2	Insurance to be taken by PMC	Insurance against project risks	Kindly confirm the type of insurance suggested here and the type of vendor to provide the insurance (Public or private or any)	As per bid document.
40	Page 45	Form TP-1 (Last line)	We understand you are not bound to accept any proposal you receive. We remain,	Text is missing after "We remain,". Please clarify on further text	The word 'We remain' deleted
41	Page 46	Form TP-2 (2. Bidder's Experience)	[Using the format below, provide information	Please suggest if format for "2. Bidder's experience" is incorrectly placed under "3. Organizational Experience". If so, we suggest to remove Header 3 and incorporate format under 2. Bidder's Experience. Numbering for subsequent headers to be changed accordingly.	Organizational Experience may be removed

42	Page 46	Form TP-2 (2. Bidder's Experience)	Table	Please suggest if three different tables are to be made for credentials related to engagements for PMU-1 , PMU-2,PMU- 3	As per bid document.
43	Page 46	Form TP-2 (4. Skills Competenci es & Team Size)	Table	Please suggest if three different tables are to be made for teams for PMU-1 , PMU-2 , PMU-3	As per bid document.

44	Page 48	Form TP-3 (Description of approach methodology and work plan for performing the assignments)	Bidders are suggested to present Technical Proposal divided into the following three chapters:	There are 7 chapters mentioned under this header. We suggest to modify the statement as : Bidders are suggested to present Technical Proposal divided into the following seven chapters:	May be modified as: “Bidders are suggested to present Technical Proposal divided into the following eight chapters:” <ol style="list-style-type: none"> 1. Technical Approach and Methodology, 2. Organization and Staffing, 3. Context in which the Ministry operates, 4. The requirements of each PMU, 5. Demonstration of successfully working with ministries/departments/ public enterprises, 6. Understanding of global best available practices and implications for MoS, 7. Execution approach and methodology for the current assignment 8. Deliverables and work-plan.
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45			15 days post signing of Lol to initiate project work	Please consider to increase this time to 30 days	As per bid document.
46	Page 14 Para 7.8		The PMUs shall ensure that MoS is allowed access to the offices of the PMUs....	Audit our office and system may not be possible as DTTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. We request you to modify that "MOS can visit to our project office and audit the relevant documents."	As per bid document.
47	Page 14 Para 7.10		Clause related to indemnification	Request you to delete this accuracy related indemnification clause. Most of the PMU deliverables will be based on the data collected through primary and secondary sources through MoS only.	As per bid document.
48	Page 16 Para 7.16		Working hours, leaves, etc	Request you to align the leaves to our leave policy. We should not be expected to pay any damages for long leaves, like maternity leave, paternity live etc.	As per bid document.

49	Page 19 Para 10. iv	Acceptance of PMU work	Request you to please define the deemed acceptance period	As per bid document.
50	Page 22 Para 12c	Conflicting relationships	Request you to please limit this clause to the PMU team and not the bidding firm as a whole. We have thousands of employees and it may not be possible to determine who has a conflicting relationship.	As per bid document.
51	Page 38 Para 26.1	Liability of Bidder to client and insurance	Request you to please delete "(B) the proceeds the PMC may be entitled....whichever of (A) or (B) is higher"	May be modified as proposed at serial no. 10 against the clarifications /suggestions raised by M/s Grant Thornton
52	Page 38 Para 26.2.b	Insurance to be taken out by the PMC	Deloitte has appropriate and required insurance policy however not on client's terms and conditions. Request you to please delete this clause or accept our insurance as well.	May be modified as proposed at serial no. 10 against the clarifications /suggestions raised by M/s Grant Thornton
53	Page 39 Para 26.2.d	Except in case of third party liabilities, Ministry of Stelas the beneficiary of thePMC....	Request you to remove this clause since we have a firm level policy already and we cannot identify the client as beneficiary. In such a case, we may have to take new policy only for this project identifying the client as beneficiary which	May be modified as proposed at serial no. 10 against the clarifications /suggestions raised by M/s Grant Thornton

				will be cost prohibitive.	
54	Page 41 Para 28.3		MOS shall, within 30 days....notify the name of the conciliator...	We request you to modify as “name of the conciliator which shall be mutually agreed by both the parties”	As per bid document.
55	Page 41 Para 28.5		Arbitration:dispute shall be subject toSettlement of Disputes Act 2015	Request you to please modify to “Conciliation and Arbitration act 1996 as amended till date.”	As per bid document.

56	Page 42 Para 29.3		Deliverables transfer to MoS	<p>We can give the ownership of deliverables to the client. But need to address pre-existing IPR. Considering this we propose below language: “Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant/ Vendor/ Bidder/ Contractor shall be returned to the Client. Pre-existing of the Consultant/Vendor/ Bidder/ Contractor’s IPR in the deliverables will still vest with the Consultant/ Vendor/ Bidder/ Contractor. Notwithstanding the foregoing, the Consultant/ Vendor/Bidder/ Contractor retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant/ Vendor/ Bidder/ Contractor may use or develop in connection with this Contract. The Consultant/ Vendor/ Bidder/ Contractor is not</p>	As per bid document.
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				responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant/ Vendor/ Bidder/Contractor.”	
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57	Page 42 Para 29.4		The indemnities mentioned herein is very wide. Request you to please cap the indemnity to the project value and we should be only liable for indemnities which are judicially determined and solely attributable to Deloitte.	As per bid document.
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