

**Directorate General of Civil Aviation**

**RFP for “Engagement of Consulting Agency for e-Governance of Civil Aviation (e-GCA) Project”**

(F. No. AV.25013/23/2017-IT)

***Pre-bid Queries - Corrigendum and Clarifications***

***Dated 22<sup>nd</sup> December 2017***

## Corrigendum

S.N.	Reference	For	To be read as
1.	Fact Sheet Section 2.3.4.3	EMD of INR 20 Lakh to be submitted through Non-Tax Receipt Portal <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> )	EMD of INR 20 Lakh to be submitted through Non-Tax Receipt Portal ( <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> ) OR Bank Guarantee
2.	Section 2.4.1 Technical Evaluation Criteria, a - Technical Evaluation Criterion Page 17	(-) in Column 3 on Requirements	1) $\geq 600$ - 10 marks 2) $\geq 400 \& < 600$ - 6 marks 3) $\geq 200 \& < 400$ - 2 marks else, 0 marks
3.	Section 2.4.1 and Page 17 section B point 3	Experience in consulting engagement in e-Governance in aviation sector (national/ international) during last 5 years where a project milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31 <sup>st</sup> March 2017.	Experience in consulting engagement in IT projects in aviation sector national/ international where a project milestone completion has been successfully achieved. The work order/ milestone completion should have been issued between 01 April 2012 and 30 <sup>th</sup> September 2017. Also refer clarification at S.No.(1).
4.	Section 2.4.1 Technical Evaluation Criteria, a - Technical Evaluation Criterion, Page 18 section D, 5 a(iii)	MBA(IT)	PGDM/PGPM (2 Years course)
5.	Section 2.3.4.3 (a)	Bidders shall submit, along with their Proposals, an EMD of Rs. 20 Lakh (Twenty Lakh) only, through Non-Tax Receipt Portal ( <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> ) under the Head Ministry of Civil Aviation & Tourism - Miscellaneous Services.	Bidders shall submit, along with their Proposals, an EMD of Rs. 20 Lakh (Twenty Lakh) only, through Non-Tax Receipt Portal ( <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> ) under the Head Ministry of Civil Aviation & Tourism - Miscellaneous Services or Bank Guarantee in the format specified in Appendix I: Form 2 issued by a Scheduled Bank in favour of The President of India through the Director General of Civil Aviation payable to PAO, DGCA, MOCA, New Delhi.
6.	Form 9.2 , Page 44	- Form 9.1 - Form 9.2	- Form 7.1 - Form 7.2

S.N.	Reference	For	To be read as
7.	Consulting Services Agreement, Page no. 4, Appendix IV	<***>, a Company incorporated under the Companies Act, 1956, having its registered office at<***>	<***>, a Company registered under Companies Act, 1956/2013 or a Limited Liability Partnership registered under LLP Act, 2008
8.	Clause 18, Indemnity, Consulting Services Agreement, Page no. 19, Appendix IV	18.2 In addition.....employees	The following to be added at the end of para 18.2:  “ ,in furtherance /during performance of this contract, as per the terms and conditions of the contract” .
9.	Clause 19. Liability Page no. 19 of Appendix IV	The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages & also any consequential, incidental, indirect, special or punitive damage, loss or expenses. However, the direct damages shall in no event in the aggregate exceed the fees and expenses provided in RFP for respective module or received by the agency under this contract. The liability cap in respect of direct damages given under this Clause shall not be applicable to the indemnification obligations set out in Clause 18.	The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages & also any consequential, incidental, indirect, special or punitive damage, loss or expenses. However, the direct damages shall in no event in the aggregate exceed the fees and expenses received by the agency under this contract. The liability cap in respect of direct damages given under this Clause shall not be applicable to the indemnification obligations set out in Clause 18.
10.	Clause 21.1, confidential Information, consulting Services Agreement, Page No. 21, Appendix IV	Confidential Information (Annexure II)  This Agreement shall be effective from the date hereof and shall be valid for a period of (to be mutually decided by the parties).	This Agreement shall be effective from the date of execution and shall be valid for the entire period of the contract.

## Clarifications

S.N	Reference	Existing para	Query	Clarification	Bidder
1.	Section 2.4.1 and Page 17 section B point 3	Consulting engagement in e-Governance in aviation sector national/ international) during last 5 years where a project milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31 March 2017.	We are a LLP firm and have associated member firms in other countries. Please provide clarification to provide citations in e-Gov in aviation from our member firms.	Only bidding firms are permitted to provide citations.	PWC
			This specifies only projects of Civil Aviation Sector, request you to include projects from other domains/ sector also for marking under Consulting Engagement in e-Governance division.	No change.	GT
			Request you modify the clause to: “Consulting engagement in <b>IT projects</b> involving processes and operations for Aviation sector national/ international) during last 5 years where a project milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31 March 2017”.	Refer corrigendum at S. No. (3)	KPMG
			We request you to also consider Self Certificate from the Auditor for the Ongoing Projects. Client generally doesn't provide Phase Completion Certificate.	No Change	KPMG
2.	Section 2.4.1 Technical Evaluation	D. Resource Profile (5) - Number of Professionals with following	Request you to please confirm : a) Allocation of total marks (30) among these profiles?	No Change. Bidders to make assessment keeping in	PWC

S.N	Reference	Existing para	Query	Clarification	Bidder
	Criteria a - Technical Evaluation Criterion, Page 18 section D	<p>credentials on bidder's roles</p> <p>a) Educational Qualification</p> <p>(i) B.E/B.Tech</p> <p>(ii) MCA</p> <p>(iii) MBA /MBA(IT)</p> <p>b) Relevant professional certifications</p> <p>c) Experience (in years) in consulting engagement in e-Governance.</p> <p>(i) &gt;15 years</p> <p>(ii) &gt;10 years and &lt;= 15 years</p> <p>(iii) &gt;=5 years and &lt;= 10 years</p> <p>d) National/International experience in aviation</p> <p>(i) &gt;5 years</p> <p>(ii) &gt;3 years and &lt;= 5 years</p> <p>(iii) &gt;=1 years and &lt;= 3 years</p> <p>e) Experience in Networking/ Connectivity</p> <p>(i) &gt;5 years</p> <p>(ii) &gt;3 years and &lt;= 5 years</p> <p>(iii) &gt;=1 years and &lt;= 3 years</p> <p>f) Experience in Cyber Security</p> <p>(i) &gt;5 years</p> <p>(ii) &gt;3 years and &lt;= 5 years</p> <p>(iii) &gt;=1 years and &lt;= 3 years</p>	<p>b) Is there a minimum number of core profiles that should be proposed for each of these experience areas?</p> <p>c) How many profiles will be considered while scoring in each of the experience area?</p> <p>d) Minimum number of resources per milestone may be defined to ensure timely and quality deliverable?</p> <p>e) Break up for the proposed 30 marks may be provided?</p>	view of the task(s) involved and the size of deal team to be deployed for the project. Also refer Corrigendum to point a(iii) at S. No (4).	
			Please clarify how many resources are required for each role (mention team structure) and the respective marking against each role.		GT
			We request you to provide the number of the CVs against each criteria to be provided for scoring full marks.		KPMG
			In order to make the evaluation criteria more objective so as to ensure proper fair evaluation, we request DGCA to define the minimum number of professionals required across each criteria. Even, providing exact count of professional with different experiences is a challenge area. Hence, we suggest to provide an objective criteria for evaluation and please specify minimum number of resources for each category.		E& Y
		Note: For consideration, each professional should have been on the roles of bidder during the past six or more months.	We understand that only note summarizing the professionals fulfilling the evaluation criteria is required. Detailed CV of only key professionals who are fulfilling the criteria and those who will be part of the project is to be submitted in proposal and further during the presentation. Please confirm.	Yes. Understanding is correct.	E& Y

S.N	Reference	Existing para	Query	Clarification	Bidder
3.	Section 2.4.1 Technical Evaluation Criteria, a - Technical Evaluation Criterion, Page 19	E. Tools & Assests 6. Tools and Assets, which could be leveraged for the project as below: (i) project management tools (5 Marks) (ii) collaboration tools (5 Marks)	Please clarify the approx no. of potential users as sizing will be carried out accordingly (for Project Management and Collaboration tools)	Assessment to be made by the bidder	PWC
			Will DGCA bear cost of these tools or shall they be included in the financials?	No, it will be part of financial Bid.	
			Is there a restriction on using COTS / Open source solution here ?	No	
			Minimum number of project management tools and minimum technology requirement to achieve maximum marks (5)	Bidder to assess the project management and collaboration tools required to manage the project. The data shall be hosted in NIC Cloud or server located in DGCA.	
			We understand that marks will be awarded based upon the note covering the name and brief details about the various assets and tools. However, if further detailed information is expected as per the evaluation criteria, in that case DGCA is requested to provide detailed parameters of evaluation.	Yes, Understanding is correct.	E & Y
4.	Section 2.5.7, Page 21	Failure to Agree with the Terms and Conditions of the RFP Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGCA may award the contract to the next best value bidder or call for new	Kindly elaborate "the most responsive bidder"?	The bidder with the highest marks as per QCBS evaluation will be the most responsive bidder.	PWC

S.N	Reference	Existing para	Query	Clarification	Bidder
		proposals from the interested bidders. In such a case, the DGCA shall invoke the PBG of the most responsive bidder.			
5.	Section 2.8 Scope of Work b (ii), Page 25	Group II Remaining Directorates /sections/ divisions	What are these remaining Sections and divisions?	As reflected in the DGCA Organization Manual ( Appendix III of the RFP).	PWC
6.	Section 2.8 Scope of Work c, Page 25	Phase 3. Operations & Maintenance Phase: The agency will provide Program Management Unit (PMU) for performance monitoring of System, Change request management during this phase	a) Is there any current application available with the department for creation, generation of MIS and dashboard? If not, then going forward these are required in excel format or on an application? b) Who will be responsible for creating the application?	a) There is No current application available with DGCA. Bidder shall be responsible for such application.	PWC
7.	Section 2.8.1 Phase1. Project Inception, Conceptualization & Bid Process Management Section a) Module 1.1: AS-IS Process Mapping and Gap Assessment i) Deliverables Page 26	establishment of program management framework including the deployment of necessary software tools for implementing/ monitoring /recording the following for entire duration of phase 1, phase 2 and Phase 3: 1. managing project and software development life cycle (SDLC), 2. traceability matrix of requirements, 3. project documents, 4. project management, 5. change management, 6. test scenarios, test results, test defects 7. user feedbacks,, 8. action items and issues.	Please clarify that the necessary softwares for implementation of various solutions identified during assessment phase will be bought by selected SI vendor only. ( And Consulting firm need not to consider these softwares apart from program management tools) e.g.  1. Software tools for SDLC 2. Capturing test Scenarios, defects (Quality manager tools)	<ul style="list-style-type: none"> <li>• Project Management and collaboration tool will be the responsibility of the bidder.</li> <li>• Project Implementation tool will be the responsibility of the SI.</li> </ul>	PWC
8.	Section 2.8.1(e) Page 29	Deliverables (i) Preparation separate FRS and RFP	What is the scale of digitization activity, which is to be carried out?	The numbers to be assessed by the	PWC

S.N	Reference	Existing para	Query	Clarification	Bidder
		for contracts covering each of the following activities/ services: 1. Network connectivity with NICNET or otherwise; 2. DC/ DRC/Cloud with Govt agency or otherwise; 3. Digitization requirements (scanning, indexing, meta data, OCR)		consulting agency during As Is /To- Be process.	
9.	Section 2.3.4.3 (a) Page 14	Bidders shall submit, along with their Proposals, an EMD of Rs. 20 Lakh (Twenty Lakh) only, through Non-Tax Receipt Portal ( <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> ) under the Head Ministry of Civil Aviation & Tourism - Miscellaneous Services.	Please allow submission of Bank Guarantee of Rs. 20 lakhs as EMD as well.	Submission of EMD through both the options (Bank Guarantee & online NTR portal) included. Please refer Corrigendum at S. No. (1) & (5).	PWC
			While it is specifically mentioned in the fact sheet that EMD has to be submitted through NTR, format for BG has also been provided. As per our understanding, if the EMD is paid through NTR, BG should not be required. Request to clarify which of the payment modes would be acceptable.		KPMG
			Kindly specify is Bank Guarantee needs to be submitted. Also what is Non Tax Receipt. Kindly elaborate this point further for better understanding of submitting EMD.		GT
			We understand that bidders EMD of INR 20 Lakh to be submitted through Non-Tax Receipt Portal( <a href="https://bharatkosh.gov.in/ministryinfo.aspx">https://bharatkosh.gov.in/ministryinfo.aspx</a> ), as specified in the factsheet provided in clause 2.1 at page 6. However, as per form 2 at page 38, bank guarantee for EMD has to be prepared. Hence, we understand that bidder has to either submit the EMD online through the bharatkosh portal or offline through a bank guarantee. Please confirm.		E & Y



<b>S.N</b>	<b>Reference</b>	<b>Existing para</b>	<b>Query</b>	<b>Clarification</b>	<b>Bidder</b>
<b>10.</b>	Section 2.8, Page 25	(vi) RFP Preparation for SI & other vendors (as applicable) (vii) Bid Process Management and Contract/ agreement Preparation for SI & other vendors (as applicable)	We understand that number of RFPs to be published for selection of SI and other service providers will be based upon the recommendations of To-Be Analysis and feasibility study, and hence will be decided by the consulting and agency in concurrence with DGCA. Please confirm.	Yes, RFPs for SI & other vendors to be prepared as stipulated in this RFP.	E &Y
<b>11.</b>	Clause 2.2.4 (b), Page 11	The project execution shall be done from the DGCA Headquarters, New Delhi. The Consulting Agency will setup working office for their entire project team at the DGCA Headquarters, New Delhi and their entire project team would be working on this project shall operate from this office. DGCA shall provide adequate office space to the bidder for the above purpose at DGCA HQ, New Delhi.	We understand that staff members who are fully (100%) deployed in the project in any phase shall operate out of DGCA office. While for staff member, who are partially deployed in the project in any phase shall operate from DGCA office and bidder's Delhi office as per requirement. Please confirm.	The entire project team working on this project shall operate from DGCA office, as specified in the RFP.	E &Y
<b>12.</b>	Clause 2.2.4 (c), Page 11	The agency is required to visit and study requirements for all the above existing locations. However, the agency is not required to visit any additional locations other than the 18 locations mentioned above.	We understand that expenses incurred in visit of 18 locations as part of the study shall be borne by DGCA. Hence, expenses regarding same should not be included in the financial proposal. Please confirm and clarify.	Expenses will be borne by the Consulting agency.	E &Y
<b>13.</b>	Clause 2.5.4, Page 21	Performance Guarantee	Request DGCA to please specify warranty period.	No Change. It is in accordance with guidelines laid down by MeitY.	E &Y
<b>14.</b>	Clause 2.9, Page 33	Deliverables & Timelines (Module 1.5)	We understand that consultancy agency will also be responsible to support DGCA in bid evaluation of tenders for service providers. Please confirm.	Yes, as specified in the RFP.	E &Y

S.N	Reference	Existing para	Query	Clarification	Bidder
15.	Form 9.2 (7.2), Page 44	Information on Team Involvement in other Engagements	Providing accurate information on the current deployment of the projects and also % time commitment is subject to vary as per current project requirements as per time to time. Hence, furnishing exact information regarding the same is not possible. Request DGCA to not evaluate the bidders through this form.	No Change. It is in accordance with guidelines laid down by MeitY.	E & Y
16.	Form 8, Page 45	Form 8: Curriculum Vitae (CV) of Key Personnel	a) Request DGCA to please specify key personnel which is expected to be part of this project. Bidders can accordingly provide the CVs of such professionals.	Bidders to make assessment keeping in view of the task(s) involved and the size of deal team to be deployed.	E & Y
			b) We understand that all subject matter experts/ key personnel will not be involved in entire duration of the project. Their deployment on the project shall vary as per requirement in various phases. Further, we understand that bidder is free to deploy additional resources (for whom CVs are not to be provided at this stage) who will be assisting subject matter expert/ key professionals. Please confirm and clarify.	Bidder is free to deploy additional resources, for whom CVs are not to be provided at this stage.	E & Y
17.	Form 9, Page 47	Form 9: Deployment of Personnel	We understand that for part time deployment, bidder is free to deploy the resources as per requirement of the project in various phases of the project. Please confirm.		E & Y

S.N	Reference	Existing para	Query	Clarification	Bidder
18.	Clause 2.4.1 (a) , B.2 Relevant Past Experience, Page 17,	<p>Criteria - Experience in consulting engagement in e- Governance to be demonstrated in a maximum of 5 engagements that have either been completed or are ongoing project(s) where a similar deliverable or milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31st March 2017. "Projects of Similar nature" will be considered as e- Governance project done in full/ part with Central/State Government and PSUs under Central/ State Governments over the current Financial Year and the last five Financial years.</p> <p>Requirement -</p> <ul style="list-style-type: none"> <li>· &gt; =5 Projects: 20 marks</li> <li>· = 4 Projects : 15 marks</li> <li>· =3 Projects : 10 marks</li> <li>· =2 projects : 5 Marks</li> <li>· &lt; 2 projects : 0 mark</li> </ul> <p>Note: For consideration, each project should be of INR 4 Crore or above.</p>	<p>We understand that evaluation criteria is defined so to evaluate bidder's experience in executing similar projects in India. Hence, we request to revise the criteria as follows - Criteria - Experience in consulting engagement in e- Governance to be demonstrated in a maximum of 5 engagements that have either been completed or are ongoing project(s) where a similar deliverable or milestone has been successfully achieved. The work order should have been issued between 2009 and 2017. "Projects of Similar nature" will be considered as e-Governance project done in full/ part with Central/State Government and PSUs under Central/State Governments in India or being executed by Indian entity of the bidder for any foreign government organization over the current Financial Year and the last seven Financial years.</p> <p>Requirement -</p> <ul style="list-style-type: none"> <li>· &gt;=5 Projects: 20 marks</li> <li>· = 4 Projects : 15 marks</li> <li>· =3 Projects : 10 marks</li> <li>· =2 projects : 5 Marks</li> <li>· &lt; 2 projects : 0 mark</li> </ul> <p>Note: For consideration, each project should be of INR 4 Crore or above.</p>	<p>Plases see corrigendum at S. No. (3)</p>	E & Y
			<p>We request you to also consider Self Certificate from the Auditor for the Ongoing Projects. Client generally doesn't provide Phase Completion Certificate.</p>	No Change	KPMG

<b>S.N</b>	<b>Reference</b>	<b>Existing para</b>	<b>Query</b>	<b>Clarification</b>	<b>Bidder</b>
19.	Clause 1, Page 5	Last date and time for RFP Submission	Considering the Christmas and new year holiday season in many organizations, we request DGCA to extend the RFP response submission deadline by 8 days to 12 January 2017.	No change	E &Y
20.	Clause 18, Indemnity, Consulting Services Agreement, Page no. 19, Appendix IV	In addition to above the Agency shall, at its own expense, defend, indemnify, and hold DGCA harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against DGCA (i) arising out of or related to the Agency's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the Agency or any of its Affiliates, participants, officers, directors, and employees.	It is requested to update the clause reflecting indemnity with respect to confidentiality breach/data breach or Intellectual Property Right infringements only.	Restrictions suggested for only two aspects is not agreed to. However, the same has been limited to the Scope of performance of the contract, specified in the corrigendum. The contents of the clause are in accordance with guidelines laid down by MeitY.	E &Y
21.	Clause 19, Liability ,Page 19 of Appendix IV	The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct	The liability cap in respect of direct and indirect damages should be capped to fees received by the agency under this contract.	Aligned to MeitY guidelines. Refer to Corrigendum at S. No. (9).	PWC

S.N	Reference	Existing para	Query	Clarification	Bidder
		<p>damages &amp; also any consequential, incidental, indirect, special or punitive damage, loss or expenses. However, the direct damages shall in <b>no event in the aggregate exceed the fees and expenses</b> received by the agency under this contract. The liability cap in respect of direct damages given under this Clause shall not be applicable to the indemnification obligations set out in Clause 18.</p>			
22.	<p>Clause 20.1 , Insurance, Consulting Services Agreement, Page no. 20, Appendix IV</p>	<p>The Agency shall, at its own cost, arrange, secure and maintain insurance with reputed Insurance companies to the satisfaction of DGCA to protect the interest of DGCA against all risks as detailed herein. The responsibility to maintain adequate insurance coverage during the period of Contract shall be that of the Agency alone. The Agency's failure in this regard shall not relieve it of any of its responsibilities and obligations under the Contract and there shall be no liability of DGCA under such circumstances. The risks that are to be covered under the insurance shall include , the loss or damage in handling, storage, transit, theft, pilferage, riot, civil commotion,</p>	<p>It is requested that the clause should be updated to reflect the following:</p> <p>At all times during the Contract Period, the Bidder shall obtain and maintain valid professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement.</p>	<p>No Change as it pertains to Indemnity Clause which is already covered in the RFP.</p>	E &Y

S.N	Reference	Existing para	Query	Clarification	Bidder
		weather conditions, accidents of all kinds, fire, marine, war risk etc.			
23.	Clause 21.1 , Confidential Information, Consulting Services Agreement, Page no. 21, Appendix IV	Confidential Information	We request to have a definitive period of confidentiality as against perpetual confidentiality obligation. Our standard confidentiality period is 3 years.	Should be for the entire contract period. Please refer corrigendum at S. No. (10)	E &Y
24.	Clause 26 , Audit and Access, Consulting Services Agreement, Page no. 24, Appendix IV	Audit and Access	It is requested to remove current Auditing rights and should be updated to reflect the following: Audit conducted shall be restricted to the physical files of this Agreement only, without granting access to the bidder firm's premises, and shall be subject to client agreeing to maintain confidentiality of these documents. If any third parties are employed by the client to conduct audit, client shall ensure that such third parties are not be a competitor of the bidder and shall agree to confidential obligations with bidder. Further, the right to audit shall be available to the client during the period of this Agreement alone.	No Change. It is in accordance with guidelines laid down by MeitY.	E &Y
25.	Clause 27.5, Termination due to Force Majeure Page 28 of Appendix IV	If the force majeure conditions exist beyond a period of 30 days, the DGCA reserves the right to terminate the contract forthwith	We would request DGCA to modify the clause as If the force majeure conditions exist beyond a period of 30 days, the DGCA and the Consultant shall hold consultations with each other [to decide whether to terminate this Agreement, subject to discharge of accrued liabilities until the date of termination, or to continue its execution on such terms as may be mutually agreed upon.	No Change. Already covered in para 27.3(d) and 27.4 of the Agreement.	PWC

S.N	Reference	Existing para	Query	Clarification	Bidder
26.	Clause 30.5 , Liquidated Damage, Consulting Services Agreement, Page no. 34, Appendix IV	If the Agency fails to complete/ achieve corresponding module or deliverable as provided in the RFP before the scheduled date or the extended date for various activities given in the RFP or if Agency repudiates the Contract before completion of the Project then the DGCA, at its discretion, may without prejudice to any other right or remedy available to DGCA under the Contract can recover from the Agency Liquidated damages @ 0.5% of the contract price of the corresponding module or deliverable, as provided in the RFP, for every week of delay or for part of a week, subject to the maximum value of not more 10% of corresponding modules payment( as per RFP) of delayed/undelivered services in the form of Liquidated Damages and no further proof regarding loss would be required.	It is requested to kindly remove the Liquidated damages clause.	No Change. It is in accordance with MeitY guidelines.	E &Y
27.	Clause 14.1, Infringement of Intellectual Property Rights, Consulting Services Agreement, Page no. 16, Appendix IV	IPR- EP Clause	It is requested to please add the following clause IPR- EP to ensure compliance of the same: EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working	No Change	E &Y

S.N	Reference	Existing para	Query	Clarification	Bidder
			papers that EY 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.		
28.	Clause 21, Confidentiality, Consulting Services Agreement, Page no. 21, Appendix IV	Confidentiality	It is requested to update this Clause to reflect following: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	No Change required in the Clause as the Confidential information is comprehensively laid down in Annexure II of the agreement and exceptions to Confidentiality in para 21.4. Also, refer corrigendum at S. No. (10)	E &Y