

**Response to the pre-bid queries w.r.t tender reference no 13/4/2025-Estt.**

S.NO	Query	Response of DIPAM
1.	<p>4. Proposal Due Date / Bid End Date 03.12.2025</p> <p>Query/Suggestion</p> <p>It is requested to provide an extension of one week for the bid submission, to ensure timely submission and other statutory compliance. Bid Due Date: 10-12-2025 18:00</p>	<p>Request noted. Bid due date has been extended till 15.12.2025.</p>
2.	<p>6. Eligibility Criteria</p> <p>6.4 The organization shall have average annual turnover of at least INR 50 crore in the last 3 financial years from consulting/advisory services. For statutory bodies and multilateral organizations, financial sustainability and programmatic track record shall be considered in lieu of turnover.</p> <p>Query/Suggestion</p> <p>we kindly seek that the annual average turnover criterion be reduced to INR 35 Crores. This reduction shall also facilitate the participation of Medium and Small Scale (MSME) Consultancy Firms.</p> <p>We request the authority to kindly modify the clause as below:</p> <p>6.4 The organization shall have average annual turnover of at least INR 35 crore in the last 3 financial years from consulting/advisory services. For statutory bodies and multilateral organizations, financial sustainability and programmatic track record shall be considered in lieu of turnover.</p>	<p>The eligibility criterion of an average annual turnover of INR 50 crore over the last three financial years has been prescribed to ensure bidders possess adequate financial capacity and stability, and capacity of bidders for delivering the scope of work, and is considered appropriate for this engagement. Accordingly, the turnover requirement shall remain unchanged as specified in the RFP.</p>

3.	<p>E Procurement details</p> <p>EMD Rs.1,00,000</p> <p>EMD Exemption Allowed – Yes</p> <p>Query/Suggestion</p> <p>As per the information provided on the e procurement website, it is understood that EMD exemption is allowed. We request you to kindly clarify whether the EMD exemption is applicable to bidders registered under MSME.</p> <p>Accordingly, we request confirmation on the eligibility of MSME-registered bidders for EMD exemption.</p>	No exemption is allowed.
4.	<p>Section 4.1 Page 6</p> <p>Terms of Reference and Scope of Work</p> <p>Query/Suggestion</p> <p>The organization is required to develop and agree on a Monitoring &amp; Evaluation (M&amp;E) framework including performance indicators (KPIs), data collection, and reporting formats. Considering the YPs/Consultants are directly deployed at DIPAM and shall be directly supervised by DIPAM, kindly clarify on extent of monitoring, data collection allowed to the organization.</p>	Organization is expected to keep a tab on day to day working and performance of the employees deployed in DIPAM. The data which is of confidential nature in DIPAM is not expected to be collected by the organization under any circumstance.
5.	<p>Section 3.2 Page 5 and Annexure II Page 20</p> <p>The selection categorization specifies “Technical Consultant” as a category</p> <p>Query/Suggestion</p> <p>There is a mismatch between selection table category which states “Technical Consultant” on Page 5 and remuneration table category which states “Consultant” on Page 20</p>	There is no mismatch. It can be read as Consultant only.

6.	<p>Annexure II Page 19</p> <p>Scope of Work</p> <p>Query/Suggestion</p> <p>Considering the essential qualifications for YPs/ Consultants have diverse set of skills, clarification required on whether the entire scope of work is applicable to each YP/Consultant.</p>	<p>The entire scope of work would be applicable to the YPs and consultants in general. However, YPs and consultants would be selected and deployed depending upon the requirement in the division concerned.</p>
7.	<p>Annexure II Page 19</p> <p>Scope of Work</p> <p>Query/Suggestion</p> <p>The scope of work - Point (i)(b) mentions “executing capital market transactions” and Point (ii)(b) mentions “managing multiple stakeholders including bidders” in the scope of work of YPs/Consultants. Execution of sale trade has been noted in Scope of Work in RFP for Empanelment of Merchant Bankers (<a href="https://dipam.gov.in/dipam_docs/whatsNew/Empanelment_of_Merchant_Bankers.pdf">https://dipam.gov.in/dipam_docs/whatsNew/Empanelment_of_Merchant_Bankers.pdf</a>) on Page 9 (Point 4.2 (vi)). As per DIPAM FAQs on transactions hosted on their website (<a href="https://dipam.gov.in/disinvestmentprocedure#:~:text=DIPAM%2C%20alongwith%20the%20Administrative%20Ministry,another%20PSE%20or%20for%20closure.">https://dipam.gov.in/disinvestmentprocedure#:~:text=DIPAM%2C%20alongwith%20the%20Administrative%20Ministry,another%20PSE%20or%20for%20closure.</a>), it has been stated that Merchant Bankers recommend timing, amount of shares, and discount to be offered, whereas, Alternate Mechanism decides on the price band/floor price, method of disinvestment, and price discount for retail investors and employees. Therefore, clarification is required on scope of “executing capital” and “managing bidders” part.</p>	<p>The role of the Advisors and Consultants is mostly of the advisory nature. All the works which are specific and includes carrying out of transactions etc are given to the intermediaries engaged for the purpose as per the approved process of SEBI.</p>

8.	<p>Annexure II Page 19</p> <p>Leave Policy</p> <p>Query/Suggestion</p> <p>The general terms and conditions for engagement of Consultant does not specify a clear leave policy for YPs/Consultants. As per OM F. No. -S 36012/03/2015-SS-I, all women are eligible who are employed in any capacity directly or through any agency i.e., either on contractual or as consultant.</p>	<p>The deployment would be subject to existing laws, rules and regulations applicable.</p>
9.	<p>Annexure II Page 20</p> <p>Qualification and Remuneration</p> <p>Query/Suggestion</p> <p>Increment specified is Rs. 5000/year, Rs. 6000/year and Rs. 8000/year for YPs, Consultants and Senior Consultants respectively. Considering this increment is at a very low percentage vis-à-vis standard agreements of the government, request to clarify whether this increment is per month per year instead of per year</p>	<p>The increment is applicable on monthly basis; hence monthly salary of the person would be increased by the amount specified in the RFP. For example, a person hired at the level of young professional, drawing remuneration of 80,000 per month, would draw remuneration of 85,000 per month after being granted the increment; to be given upon satisfactory completion of one year as per the annual appraisal policy.</p>
10.	<p>Annexure II Page 20</p> <p>Qualification and Remuneration</p> <p>Query/Suggestion</p> <p>The terms and conditions do not specify the process for promotion of YP/Consultants to next slab in the table based on experience eligibility. For example, if a YP has an experience of 5.5 years and continues working under the RFP when he attains 6+ years of experience, how would that person be promoted to "Consultant" category.</p>	<p>The person would continue to work in the same category that he / she has been recruited in.</p> <p>The remuneration would however increase in the category as he / she continues to work in the organization.</p>

11.	<p>Annexure II Page 21</p> <p>Allowances</p> <p>Query/Suggestion</p> <p>The terms and conditions does not specify the how the travel allowance reimbursement shall be given i.e., who shall pay the original amount, and who shall reimburse to the original payer.</p>	<p>The travelling allowances would be paid as mentioned in RFP. The amount would be initially paid by the agency, which shall be reimbursed later upon production of bills along with monthly / quarterly payment.</p>
12.	<p>Annexure II Page 21</p> <p>Allowances</p> <p>Query/Suggestion</p> <p>Will DIPAM reimburse training, research and subscription costs for YPs/Consultants in case such training is related to financial management/other key aspects necessary for delivering quality work at DIPAM/being organized by DIPAM for their employees?</p>	<p>No.</p> <p>As has been categorically stated in the RFP only the TA/DA allowance is applicable. No other allowances or expenses would be reimbursed. Further as far as the subscription cost is concerned, the same shall be provided by DIPAM on need basis.</p>
13.	<p>Clause 2 Annexure II</p> <p>General Terms and Conditions - Qualifications and remuneration</p> <p>Remuneration</p> <p>YP - 80k-1.2Lac</p> <p>Consultant - 1.2lac - 1.8lac</p> <p>Sr. Consultant - 1.8 lac - 2.2 lac</p> <p>Query/Suggestion</p> <p>As per the guidelines DIPAM expects consulting firms to propose candidates who have graduated from an Institute of Eminence or of National Importance and ranked</p>	<p>DIPAM expects to hire candidates having qualified the professional degrees like CA/CS/CFA/MBA etc. Further it is expected that if a</p>

<p>among the top 70 institutions in the latest NIRF in the relevant category or be from an International University that features within the top 100 of the QS World University Rankings at the time of application. However, the compensation structure and the increments does not align to students graduating from the top 25 institutions in the country(e.g a IIT or an IIM) or within the top 100 of the QS World University rankings and it may be difficult to source such candidates.</p> <p>(a) Hence would it be more prudent to ask for candidates who meet minimum educational qualifications for assessing their suitability? Kindly consider this aspect.</p> <p>(b) There is no provision for bonus during the year for the said professionals. Please clarify whether DIPAM will also reimburse an annual bonus/ variable pay component for such professionals.</p> <p>(c) When considering the revised remuneration and increment amounts, we request DIPAM to also adjust the increment amount for inflation in year 3 and thereafter in case of contract extension</p>	<p>professional is coming from other Masters degree programmes then the person should possess qualifications from a good institute as prescribed in the RFP.</p> <p>There is no provision for bonus. Hence no reimbursements will be made in this regard.</p>
<p>14. Clause 10.4</p> <p>Payment to Successful Bidder</p> <p>The minimum rate of the management fee shall be 7%. Only rates of 7% or above shall be considered in the bids.</p> <p>Query/Suggestion</p> <p>It says that the successful organization shall be paid on cost plus basis based on the remuneration given to individual YP/Consultant. Please clarify - Are margins applied on the base remuneration only, or do they also cover statutory/social costs and overheads? For instance there are costs related to payment of PF amounting to 24% with 12% being contributed by the employer and the balance 12% by the employee. Fixing the minimum management at 7% would indicate that DIPAM perhaps does not expect the firm to be responsible for meeting the social cost overheads (e.g PF, payment of gratuity etc) and these would be borne by DIPAM. Are we right in our understanding?</p>	<p>It is expected that the PF structure would be defined by the winning bidder itself. While defining the pay structure called the applicable laws of the land would have to be necessarily complied with.</p> <p>Management, fees, margins or applicable on the gross salary that has been paid to the hired resources.</p>

	<p>Please confirm the mechanism for handling cost escalations due to statutory changes, inflation, or wage revisions. Will margins be renegotiated if social costs increase during the contract period?</p>	
15.	<p>Clause 10.4</p> <p>Payment to Successful Bidder</p> <p>The minimum rate of the management fee shall be 7%. Only rates of 7% or above shall be considered in the bids.</p> <p>Query/Suggestion</p> <p>Significant overheads ((HR, IT support, software licenses, utilities, training, onboarding) need to be incurred for every professional hired and deputed to DIPAM. A 7% floor for the overall management fee is inadequate considering the incremental cost that is incurred for every new addition to the workforce. In addition, we understand that as per Section 4 -Terms of Reference, the organization will be responsible for monitoring the implementation of the project, providing timely insights and reports to support decision making, and ensuring compliance with the approved project plan, budget, and timelines. All these would entail deployment of additional resources for technical backstopping which will have a bearing on the cost implications. Keeping this in perspective we request DIPAM to consider a higher floor for management fee. This will justify the participation of larger firms as bidders.</p>	<p>The floor rate of 7% as the management fees is given in the RFP based on the existing guidelines in the Ministry of Finance. The bidder may quote their actual price, above the floor price.</p>
16.	<p>Clause 10.4</p> <p>Payment to Successful Bidder</p> <p>The minimum rate of the management fee shall be 7%. Only rates of 7% or above shall be considered in the bids.</p> <p>Query/Suggestion</p> <p>As an alternative can we request to structure the contract from a cost-plus management fee model to a Time and Material (T&amp;M) based engagement, as the firm incurs several indirect costs while resources are deployed, including skilling, periodic</p>	<p>The structure of the contract is cost plus management fees as per the existing contract. No modification is feasible in this regard.</p>

	<p>compliance trainings (Code of Conduct, Independence, and other regulatory requirements), IT infrastructure, group insurance, Medclaim, wellness programs, rewards and recognition, annual bonuses/variable pay, employer contributions to PF and gratuity, lease facilities, and other overheads. Additionally, resources often leverage national and global SMEs and leadership for support as needed. We follow annual assessment processes that incorporate client feedback, ensuring quality and retention of talent. Given that the engagement is temporary and can be cancelled at any time without assigning any reason (as mentioned on page no 19 of the RFP) and high-quality resources may not accept short-term contractual offers (as mentioned in the RFP, "These Professionals shall initially be engaged for a period of one year"), impacting resource availability. Under a T&amp;M model, the firm will remain accountable for quality delivery and resource performance, and in case of any dissatisfaction, the client may escalate for immediate replacement.</p>	
17.	<p>Clause 6.4</p> <p>Eligibility Criterion</p> <p>The organization shall have average annual turnover of at least INR 50 crore in the last 3 financial years from consulting/advisory services</p> <p>Query/Suggestion</p> <p>DIPAM may please consider an increase in the threshold for turnover to create a more level playing field since otherwise the current selection norms are more aligned to smaller firms that might have lower overheads.</p>	<p>No change is feasible in the above clause.</p>

<p>18.</p>	<p>Clause 8A</p> <p>Bid preparation - Organizational Profile and experience</p> <p>Credibility and reputation 10 marks</p> <p>Query/Suggestion</p> <p>As per RFP, 10 marks have been assigned to showcase Experience with Government and Regulatory bodies and 10 marks for Experience with multilateral bodies. In addition, 10 marks have also been assigned for Details of projects on which advisory service/consultancy has been provided. While this is self explanatory, we request DIPAM to please clarify the basis for assessment for 'credibility and reputation' which has been assigned 10 marks.</p>	<p>Credibility and reputation includes, the bidder's professional track record, demonstrated integrity in service delivery, adherence to contractual obligations, quality of past performance, and market perception.</p>
<p>19.</p>	<p>Clause 8B</p> <p>Bid preparation - Team Quality and domain expertise</p> <p>Profile of key personnel of the organization 10 marks</p> <p>Query/Suggestion</p> <p>DIPAM has asked the bidder to provide profiles of key personnel of the organization including details of their experience with various Governments/ Ministries/ Departments/ Other Clients. Request DIPAM to please clarify how many profiles should the bidder submit in response to this criteria to score full 10 marks</p> <p>In addition, we understand that the profiles which would be included as part of Bid Form F-7 will be only for evaluation purpose. The actual deployment of resources will be based on number of resources required by the DIPAM during execution and accordingly the firm will propose a pool of CVs (which will differ from the profiles included in Bid Form F-7) for evaluation based on the defined criteria. The final decision of CV selection will lie with DIPAM itself.</p>	<p>It is clarified that the content of these criteria would be evaluated by a panel of officers in DIPAM and it is a subjective criterion. It cannot be assured that a number of profiles would translate into scoring full 10 marks.</p> <p>There are two separate parts to the contract. One is the selection of the organization for which this criterion is being utilized. The second is the deployment of the consultants as per the need of the DIPAM during the execution phase by the organization. Hence, the two should not be mixed.</p>

<p>20.</p>	<p>Clause 3 Annexure II</p> <p>General Terms and Conditions - Deployment Process and Selection</p> <p>Once a requirement for a YP/ Consultant is sent by DIPAM to the organization, it should be in a position to share list of shortlisted eligible candidates for selection within 30 days of date of communication by DIPAM</p> <p>Query/Suggestion</p> <p>The current timeline of 30 days may be challenging due to the time required for sourcing, screening, and shortlisting suitable candidates, especially for specialized roles. Would request DIPAM to consider extending the timeline for sharing the list of shortlisted eligible candidates from 30 days to 50-60 days to ensure adequate time for quality sourcing and evaluation?</p>	<p>No change is feasible in this regard.</p>
<p>21.</p>	<p>Clause 3 Annexure II</p> <p>General Terms and Conditions – Allowances</p> <p>Professionals shall be eligible for TA/DA for official travel, approved by DIPAM. Reimbursement shall be made at par with officers in Pay Matrix Levels 9 to 11, in accordance with prevailing Government orders. They shall not be eligible for any other allowances, including but not limited to Dearness Allowance, accommodation, transport, foreign travel, personal staff, medical reimbursement, or CGHS benefits from DIPAM</p> <p>Query/Suggestion</p> <p>We understand that such allowances would be paid directly by DIPAM to the professionals and this is over and above their remuneration. Request DIPAM to please clarify our understanding.</p>	<p>No allowances over and above the consolidated remuneration are payable except for TA &amp; DA for office travel, with prior approval of DIPAM. No payment shall be made directly to any YP / Consultant and these will be reimbursed to the appointed agency.</p>

<p>22.</p>	<p>Clause 5 Annexure II</p> <p>General Terms and Conditions - Remuneration and Invoicing</p> <p>They shall be paid fixed consolidated remuneration on monthly basis as outlined in these Terms and Conditions. Annual increments shall be subject to performance appraisal. The organization shall be responsible for ensuring timely payment which shall be reimbursed by DIPAM each month</p> <p>Query/Suggestion</p> <p>The clause states that reimbursement will be made by DIPAM each month but does not specify the exact date, which is critical for cash flow planning and timely salary disbursement. Could DIPAM kindly specify the date of the month by which reimbursement will be processed (e.g., within the first 10 days of the following month) to enable the organization to plan timely payments without financial strain?</p>	<p>The reimbursement in the remuneration would be processed and finished at the end of the month as has been specified in the RFP. However, the organization being selected for the process is advised to keep adequate provisions in its accounts to manage its cash flows. While payments would be made within reasonable time, it would not be feasible to give exact dates.</p>
<p>23.</p>	<p>Clause 5 Annexure II</p> <p>General Terms and Conditions - Remuneration and Invoicing</p> <p>They shall be paid fixed consolidated remuneration on monthly basis as outlined in these Terms and Conditions. Annual increments shall be subject to performance appraisal. The organization shall be responsible for ensuring timely payment which shall be reimbursed by DIPAM each month</p> <p>Query/Suggestion</p> <p>Would it imply that the management fees would also be paid on monthly basis in addition to the fixed consolidated remuneration as applicable for the YP/ Consultant? Kindly confirm.</p>	<p>Yes, the management fees would also be paid on monthly basis in addition to the remuneration.</p>

<p>24.</p>	<p>Clause 8 Annexure II</p> <p>General Terms and Conditions - Service Conditions</p> <p>Professionals shall not, without the prior written approval of DIPAM, publish any article, book, or participate in media broadcasts or contribute to any external publication based on information obtained during their engagement. Weekly activity reports shall be submitted by each Professional to their respective Division. Government email IDs and intranet access may be provided on a need basis, subject to the approval of the Joint Secretary of the concerned division.</p> <p>Query/Suggestion</p> <p>The clause mentions provision of email IDs and intranet access but does not clarify whether necessary hardware, such as laptops, will be provided. This is critical for professionals to perform their duties effectively and securely. Could DIPAM kindly confirm if laptops or other essential hardware will be provided to professionals along with email and intranet access? This clarity is important to ensure seamless operations, data security, and compliance with government IT protocols.</p>	<p>Yes, email IDs, internet access and access to printers would be provided by DIPAM, however, laptops will not be provided.</p>
<p>25.</p>	<p>Clause 5</p> <p>Data Sheet</p> <p>Proposal Due Date (PDD)/ Bid End Date - 3rd December 2025</p> <p>Query/Suggestion</p> <p>We kindly request for at least 2 weeks of submission time from date of release of pre-bid clarification responses. Therefore, it is requested that bid submission date (Bid End Date) may be further extended at the time of publishing of pre-bid responses.</p> <p>We request the client to please share a copy of the contract terms and conditions that will govern the assignment in case of award.</p>	<p>Noted the bid end date has been extended till 15.12.2025.</p>

<p>26.</p>	<p>Point no-13 on Page no- 13</p> <p>Non-disclosure</p> <p>Query/Suggestion</p> <p>We understand that in case of being selected and in the course of its performance, the organization may have access to Confidential Information of DIPAM and Central Public Sector Enterprises (CPSE).</p> <p>We would like to understand if the same will have any implication/ impact on any downstream work with any of the CPSEs as part of other ongoing/ future assignments.</p>	<p>The deployed personnel would be expected to maintain strict confidentiality regarding the information they gain access to due to this assignment. They are not permitted to share any information with anyone including the concerned agency without permission of their reporting officer in DIPAM.</p>
<p>27.</p>	<p>Point no- 3 on Page no- 21</p> <p>Point no-11 on Page- 22</p> <p>"Deployment process and selection" and "Performance appraisal" under "General Terms and Conditions for Engaging Consultants."</p> <p>Query/Suggestion</p> <p>Given the requirement to deploy professionals, we understand that the selected bidder may engage the professionals either directly on contract or through a sub-contracting firm. We would like to confirm our understanding. In addition, we would also like to understand the role of bidding entity apart from providing resources. Will the overall responsibility for coordination and delivery of project outcomes will rest with the bidding entity or DIPAM since we understand that the resources will be deployed full time at DIPAM (who would be responsible for conducting performance appraisal on an annual basis)? If our understanding is correct, would it also imply that the bidding entity will also have to factor in these costs as part of the management charges? Kindly confirm if our understanding is correct.</p>	<p>Sub-contracting for the hiring professionals is not allowed. Hence, the source would have to be directly hired by the selected bidder only. The work expected from the organization has been clearly defined in the scope of work.</p>

28.	<p>Clause 1 (iii) Annexure II</p> <p>General Terms and Conditions</p> <p>Support policy formulation on privatization, capital markets, and public asset management.</p> <p>Assist in drafting cabinet notes</p> <p>Query/Suggestion</p> <p>We understand that we will be only required to provide inputs in the policy formulation process. The actual policy formulation will be done by DIPAM itself.</p>	<p>The deployed personnel will perform all work assigned to them as per their skills and experience.</p>
29.	<p>We understand that deliverables submitted by the professionals will not carry any branding of the firm. Please confirm our understanding.</p>	<p>The understanding is confirmed.</p>
30.	<p>We understand that subcontracting is not prohibited under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.</p>	<p>Sub-contracting for the hiring professionals is strictly not permitted.</p>
31.	<p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	<p>No change is feasible in the terms and conditions specified in the RFP.</p>

32.	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	The confidentiality provisions stipulated in the RFP have been formulated to ensure comprehensive protection of sensitive Government information and to maintain compliance with applicable institutional and statutory requirements.  The terms and conditions specified in the RFP in this regard shall remain unchanged.
33.	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	The termination provisions are primarily reserved to safeguard public interest and ensure continuity of services. Therefore, the termination clause shall remain unchanged.
34.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Bidders are expected to undertake appropriate internal due diligence and provide the required declaration as specified in the RFP.
35.	Request the client to please clarify their stance on conflict of interest for organisations who supply resources on advising on buy side to private sector.	The conflict-of-interest provisions are already defined in the RFP. No additional clarification or relaxation is feasible and the conflict-of-interest criteria shall remain as specified.
36.	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No such request can be entertained.

37.	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No such request can be entertained.
38.	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	No such request can be entertained.
39.	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.	The terms and conditions specified in the RFP in this regard shall remain unchanged.
40.	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	The issue will be addressed as specified in the RFP.
41.	We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion: "In case, a dispute is not amicably resolved within forty-five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."	The terms and conditions specified in the RFP in this regard shall remain unchanged.

42.	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.	The terms and conditions specified in the RFP in this regard shall remain unchanged.
43.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	The issue will be addressed as specified in the RFP.
44.	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	The issue will be addressed as specified in the RFP.