TENDER NO. 167-39/2012-PLAN

QUERY/ CLARIFICATION REGARDING FOR PREPARATION OF DETAILED PROJECT REPORT FOR SETTING UP OF TELECOM FINANCE CORPORATION (TFC)

 # 1. 14. Suitability of the key Personnel for the Project- Page. 19

Query/ Clarification: It is suggested that given the scope, only experience pertaining to consulting or advisory mandates with telecom and finance organizations be considered as domain experts. Therefore, team should be comprised of personnel having experience in telecom for finance industry with a qualification of B.Tech + MBA, CA, or Master's in Economics with at least 5 years' experience in the field of consultancy/ advisory to Telecom or finance organizations.

Clarification: A Tender Evaluation Committee would be evaluating the Technical proposals taking into account the suitability of the key personnel for the project based on their past experience/domain knowledge.

 # 2. 14.2 – Pg.19

Query/ Clarification: The cut-off of 60 in technical proposal is only the qualifying score and is not a selection criterion and the lowest bidder will be awarded the contract. We recommend a Quality & Cost Based Selection (QCBS) with cumulative scores for both technical and financial bids should be considered for the final selection.

Clarification: The technical evaluation of the bids has been so designed that only technically competent bidders would be able to reach the qualifying score. Once they are found technically competent, their financial bids would be opened for award of contract. This is in accordance with the existing norms of procurement in Govt organisations.

 # 3. 18. Payment Terms – Pg.21

Query/ Clarification: There is no maximum time limit defined for releasing the payment. Please specify the maximum time in days that the employer would take to release the due payment.

Clarification: It is mentioned in the RFP, that once a milestone is completed, the consultant shall submit the requisite deliverables as specified therein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Thus, there is no requirement of specifying the maximum time for releasing payment.

 # 4. 21. Time line for Deliverables- Pg. 23

Query/ Clarification: The first payment should be scheduled once the team is

deployed on the project. Payment scheduled for the 12th week can then be reduced to25%.

Clarification: The time lines for deliverables and release of payment thereafter has been drawn up after due consideration at DoT HQ and suggested changes in the same are not agreed to.

 # 5. <u>2.8: Suspension- Pg. 58</u>

Query/ Clarification: It is proposed to add the following line in the end of this clause.

"It is agreed between the parties that in case this agreement is suspended due to reasons not attributable to the consultant, in that event the Consultant shall be entitled for time extension and to receive payments for all the expenses and costs incurred by during the period of such suspension from the client."

Clarification: The specific provision regarding Suspension relates to suspending all payments to Consultant if he fails to perform any of its obligations under the Contract. The particular clause (2.8) is to be read in conjunction with Clause 2.7 of the Contract.

 # 6. <u>3.3: Confidentiality- Pg. 61</u>

Query/ Clarification: It is proposed to add the following in the end of the para,

"The confidentiality obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

Clarification: The contents of Clause 3.3 are comprehensively drawn and no change is considered necessary.

 # 7. <u>3.5: Reporting Obligations- Pg. 62</u>

Query/ Clarification: It is proposed to add the following in the end of the para,

"Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and EY shall not be required to update its Final Report."

Clarification: The contents of Clause 3.5 are comprehensively drawn and no change is considered necessary.

 # 8. <u>3.6: Documents prepared by the Consultant to be the Property of the "Employer"- Pg. 62</u>

Query/ Clarification: It is proposed to add the following in the end of the para,

"Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such preexisting material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, nonexclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."

Clarification: The contents of Clause 3.6 are comprehensively drawn and no change is considered necessary.

 # 9. <u>8.2 Arbitration- Pg. 66</u>

Query/ Clarification: It is mentioned that in case of failure of the two arbitrators to appoint the third arbitrator shall result in such third arbitrator to be appointed by Secretary, Ministry/Department.

It is proposed that such third arbitrator should be appointed as per the rules laid down under Arbitration and Conciliation Act 1996.

Clarification: The contents of Clause 8.2 are comprehensively drawn and in accordance with the existing norm and no change are considered necessary.

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