

NOIDA METRO RAIL CORPORATION  
Pre-Bid Meeting Queries & its Reply/Clarification

Sub:-Tender to appoint Business Efficiency Advisor

Date: 11.06.2020

Ref: - E-Tender No. NMRC/Consultant/117R/2020

Reg: -Clarifications of Pre – Bid Queries received

S. No	Clause No. & existing Provision	Clarification Required	Suggested Text for the Amendment	Clarification/Amendment by NMRC		
1.	Page 18 Clause 27.2 The Applicants must have at least 10 (ten) years of experience in providing consultancy services in India, especially to government entities/departments.	Request to kindly reduce the years of experience to 5 years.	Not mentioned	No change in RFP Condition.		
2.	Page 18 Clause 27.3  The Applicants must have experience of consultancy project undertaken in last 5(five) years of company with turnover of more than <b>Rs. 200 crore</b> (Rupees Two Hundred Crores only) at the time of consultancy job undertaken. Supporting documents must be submitted to ascertain turnover of the company for which the work has been done.	Request to kindly reduce the turnover to Rs 1Crore for the last three financial years i.e. FY2018-19, FY 2017-18 and FY 2016-17.	Not mentioned	No change in RFP Condition.		
3.	Page 8-9 Clause II.III Key Personnel  The Consultant will have one dedicated resource to service the requirements of the Client. The dedicated resource will be full time staff based out of Employer office from the beginning of the project. He/She will be involved in day to day coordination including conducting, documenting and finalizing the documents with all key stakeholders.  The qualification criteria for the proposed team	Considering the scope and quantum of work, the one dedicated resource envisaged in RFP for providing services to the client in different areas including non-fare revenue box and process interventions, implementation support and handholding in the	The subject matter experts, their documents with all key qualifications and experience may as below: <table><tr><td>Team Leader/ Real Estate Expert</td><td><ul style="list-style-type: none"><li>MBA or Graduate in engineering, planning or equivalent having about 10 years of</li></ul></td></tr></table>	Team Leader/ Real Estate Expert	<ul style="list-style-type: none"><li>MBA or Graduate in engineering, planning or equivalent having about 10 years of</li></ul>	No change in RFP Condition.
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	member is as follows: <table><tr><td></td><td>Profile</td><td>Number of Resources</td><td>Skill set</td></tr><tr><td>a)</td><td>Strategy/System analyst</td><td>1 (one)</td><td><ul style="list-style-type: none"><li>Post graduate with minimum (5) years total work experience in research and strategy.</li><li>Understanding of process improvement/ revenue enhancement shall be preferred.</li></ul></td></tr></table> <p>It may be noted NMRC may require Senior Member/ Team Leader support on the engagement on few occasions on need basis. Thus, it is important that the availability of the Senior Member/ Team Leader is such that he/she is available to be present for discussions/ meetings at a short notice on call of NMRC.</p>					Profile	Number of Resources	Skill set	a)	Strategy/System analyst	1 (one)	<ul style="list-style-type: none"><li>Post graduate with minimum (5) years total work experience in research and strategy.</li><li>Understanding of process improvement/ revenue enhancement shall be preferred.</li></ul>	bid process management may not be sufficient. Hence, we request the Client to include the position of three subject matter experts under this RFP for better coverage of the scope and execution of the Engagement.	<table><tr><td></td><td>experience in Real Estate Development/ strategy and monetization concepts.</td></tr><tr><td>Procurement/ Legal Expert</td><td><ul style="list-style-type: none"><li>MBA or post-graduation/ graduate in law having 7 years of experience in the field of procurement /bid process management including development of Bid documents, evaluation</li></ul></td></tr><tr><td>Financial Analyst</td><td><ul style="list-style-type: none"><li>An MBA/CA or equivalent having 5 years' experience in financial modelling &amp; analysis and monetization concepts.</li></ul></td></tr></table>		experience in Real Estate Development/ strategy and monetization concepts.	Procurement/ Legal Expert	<ul style="list-style-type: none"><li>MBA or post-graduation/ graduate in law having 7 years of experience in the field of procurement /bid process management including development of Bid documents, evaluation</li></ul>	Financial Analyst	<ul style="list-style-type: none"><li>An MBA/CA or equivalent having 5 years' experience in financial modelling &amp; analysis and monetization concepts.</li></ul>	
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4.	Page 3 Pre-bid meeting 09/06/2020, 1100 hrs (IST)				Due to outbreak of COVID 19 pandemic and constraints associated with the movement and travel, we request the client to organise virtual pre-bid	Not mentioned		No change in RFP Condition.													



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		meeting virtually through Zoom or MS Teams or any service provider. The link of the meeting may be shared with us through email.		
5.	Page 18 Clause 27: Minimum Technical and Financial Criteria  27.6. The Bidder should not be under a declaration of ineligibility or black listed for having indulged in corrupt and fraudulent practices used by the Govt. of India/ any State Govts/ Regulatory Authorities or has been debarred from entering into contract by any Indian Public Sector unit or any Govt./body/ authority.	Not mentioned	Request Authority to approve the verbiage below for the relevant declaration: "We do hereby declare to the best of our knowledge and information available with us that we are not under a declaration of ineligibility or black listed for having indulged in corrupt and fraudulent practices used by the Govt. of India/ any State Govts/ Regulatory Authorities or debarred from entering into contract by any Indian Public Sector unit or any Govt./body in India blacklisting against providing such professional services as mentioned in the tender on the date of submission of bid."	<b>No change in RFP Condition.</b>
6.	Page 20 Clause 28: Evaluation of the Technical  E2: The Applicants must have experience of consultancy project undertaken in last 5 (five) years of a company with turnover mentioned below at the time of consultancy job undertaken. - Rs. 200-500 Crore – 10 marks - Rs. 500-1000 Crore – 20 marks - > Rs. 1000 Crore – 30 marks	Request Authority to confirm that same project can be represented for client turnover prequalification criteria outlined in clause 27.3 and scoring under E2.	Not mentioned	<b>No change in RFP Condition.</b>  Clarification: 1. Yes, same project can be used for minimum eligibility and evaluation
7.	Page 21 Clause 28.2: Selection Process	Not mentioned	The financial proposals of only technically qualified bidder	<b>No change in RFP Condition.</b>

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	The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost-based selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%.Based on the criteria and the total score, the Technical Scores will have a weightage of 70%.The Financial bids will be allotted a weightage of 30%.		(qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost-based selection (QCBS) process with Technical Score having weightage of 80% and financial price having Weightage of 20%.Based on the criteria and the total score, the Technical Scores will have a weightage of 80%.The Financial bids will be allotted a weightage of 20%.	
8.	Page 3 Data Sheet  Rs. 5900/- (including GST) (Rupees Five Thousand Nine Hundred Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited - Non-refundable	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	Not mentioned	No change in RFP Condition.
9.	Page 39-40 Clause 37.5: Confidentiality  Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will	Not mentioned	No change in RFP Condition.

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	Agreement or any information/report/advice 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 three (3) years from the date of termination of this Agreement.	ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.		
10.	Page 39-40 Clause 37.5: Confidentiality  Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination. Additionally, Please	Not mentioned	No change in RFP Condition.

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	<p>shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice 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 three (3) years from the Date of termination of this Agreement.</p>	<p>appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information</p>		
11.	<p>Page 42 Clause 45: Limitation of Liability</p> <p>45.2. To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Consultant against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report</p>	<p>The indemnification clause is too vague and obligations are widely worded. The Client is here by informed that save for a balanced third party IPR infringement indemnity and a balanced reciprocal indemnity for death/bodily injury, PwC is unable to provide other multiple indemnities in the</p>	Not mentioned	<p><b>No change in RFP Condition.</b></p>

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		<p>manner as proposed in the Contract.</p> <p>We believe that either side will have full and adequate contractual/legal recourse to address the other situations, thereby avoiding the need for the other multiple indemnities that have been currently sought in the Contract.</p> <p>Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>		
12.	Additional Clause	Not mentioned	Request Authority to accept following additional contract verbiage: "We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	<b>No change in RFP Condition.</b>
13.	Additional Clause	Not mentioned	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying	<b>No change in RFP Condition.</b>

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			<p>Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim,</p>	

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			<p>without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this</p>	

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			<p>clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, the n that Party shall not be entitled to make any further claim in respect of that loss or losses (ncluding any claim for damages)."</p>	
14.	<p>Page 38 Clause 36.6: Termination</p> <p>36.6.1. By the Company (NMRC) The Company may terminate this Contract in case of the occurrence of any of the events Specified in paragraphs (i) through (vi) of this Clause SC 36.6.1. In such an occurrence the Company shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).</p> <p>i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Company may have subsequently approved in writing.</p> <p>ii. If the Consultant becomes insolvent or bankrupt.</p> <p>iii. If the Consultant, in the judgment of the Company has engaged in any of practices as defined in clause</p>	<p>To uphold the principles of natural justice, we request client to notify us and give us are rectification period of at least 30 days, prior to invoking this clause.</p>	<p>Not mentioned</p>	<p><b>No change in RFP Condition.</b></p>

*Am/05/193*



S. No	Clause No. & existing Provision	Clarification Required	Suggested Text for the Amendment	Clarification/Amendment by NMRC
	<p>35.5 competing for or in executing the Contract.</p> <p>iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>v. If the Company, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 43 hereof.</p>			
15.	<p>Page 38</p> <p>Clause 36.6: Termination</p> <p>36.6.1. By the Company (NMRC)</p> <p>The Company may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 36.6.1. In such an occurrence the Company shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).</p> <p>i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Company may have subsequently approved in writing.</p> <p>ii. If the Consultant becomes insolvent or bankrupt.</p> <p>iii. If the Consultant, in the judgment of the Company has engaged in any of practices as defined in clause 35.5 competing for or in executing the Contract.</p> <p>iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>v. If the Company, in its sole discretion and for any reason whatsoever, decides to terminate this</p>	<p>We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.</p>	<p>Not mentioned</p>	<p><b>No change in RFP Condition.</b></p>

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	Contract. vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 43 hereof.			
16.	<p>Page 39</p> <p>Clause 37.3: Conflict of Interests The Consultant shall hold the Company's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>37.4. Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>	<p>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.</p>	Not mentioned	<b>No change in RFP Condition.</b>
17.	<p>Page 38</p> <p>Clause 36.5.7: Penalty</p> <p>Failure to adhere to the timelines mentioned in the Scope of work of the contract shall attract a penalty @ 0.25% per fortnight of the total contract value up to a maximum of 5% of the contract, subject to the approval of competent Authority.</p>	<p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	Not mentioned	<p><b>No change in RFP Condition.</b></p> <p>Clarification:</p> <p>1. The consultant shall be liable for penalty to the extent corresponding breach is attributable to Consultant's work</p>

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18.	<p>Page 42 Clause 43 – Determination or Recession of Agreement</p> <p>The Company without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:</p> <p>43.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.</p> <p>43.2. If the Consultant is in breach of any of terms of agreement</p> <p>43.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Company shall have powers :</p> <p>43.4. To determine or rescind the agreement</p> <p>43.5. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent</p>	<p>Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>	Not mentioned	No change in RFP Condition.
19.	<p>Page 39 Clause 37.3: Conflict of Interests</p> <p>The Consultant shall hold the Company's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>	<p>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</p>	Not mentioned	No change in RFP Condition.

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		<p>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.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are</p>		

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		included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.		
20.	<p>Page 41-42 Clause 42.2: Arbitration</p> <p>If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. MD of NMRC shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court (Prayagraj) as the case may be.</p>	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third	Not mentioned	No change in RFP Condition.

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		arbitrator. Please confirm.		
21.	<p>Page 40</p> <p>37.8. Accounting, Inspection and Auditing The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, during the term of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be. Notwithstanding anything said herein, any audit conducted shall be restricted to the physical files and engagement specific files in relation to this Contract only and shall be subject to the Client and the auditor, agreeing to maintain confidentiality of these documents and such audit shall be conducted without accessing Consultant's premises</p>	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	Not mentioned	No change in RFP Condition.
22.	Additional Clause	<p>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</p>	Not mentioned	No change in RFP Condition.

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		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.		
23.	Additional Clause	If the project is to be completed on time, it would require binding both parties with timelines to fulfill 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	Not mentioned	No change in RFP Condition.

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		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		
24.	Page 40 Clause 37.6: Consultant's Actions The Consultant shall inform the Company in writing before taking any of the following actions: i. Entering into a subcontract for the performance of any part of the Services, ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant	We may take assistance from our contractors or other PwC firms (Each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However we remain solely liable to client for their acts; claims (if any) in relation to this engagement will be routed solely through client and us.	Not mentioned	No change in RFP Condition.

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S. No	Clause No. & existing Provision	Clarification Required	Suggested Text for the Amendment	Clarification/Amendment by NMRC
25.	Additional Clause	Not mentioned	<p>We request the consider to include appropriate language on the lines below (sample):</p> <p>"If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist"</p>	<p><b>No change in RFP Condition.</b></p> <p>Refer Clause 36.5: Force Majeure</p>

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*(Signature)*

DGM/AFC & TELE

*(Signature)*

DGM/RS, E & OPS

*(Signature)*  
DGM/finance