

**Clarification on RFP document in connection with the proposed consultancy service for carrying out a study on  
“Study on value addition to Tea, with special reference to small tea growers of the North Eastern Region”**

**Pre-Bid Queries**

<b>Sl.No</b>	<b>Page number and reference of RFP</b>	<b>Particulars</b>	<b>Query</b>	<b>Response</b>
<b><u>1.</u></b>	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment)- Clause No. 19, Under Procedure for Detailed Evaluation of Technical Qualifications” Pg 20/75	(b) Professional Experience in the required area of assignment (80% weight)	We request clarification regarding the no. of credentials/projects that is required to be showcased highlighting the experience in the area of assignment to score the maximum marks.	All the relevant work similar in nature completed in last 3 years may be added as per RFP.
<b><u>2.</u></b>	Part – II TOR related Information -  Expected input of key Professionals and requisite expertise and number of key professional staff. Pg – 44/75	The number of key professional staff and their requisite expertise may be accordingly determined by the Consultant based on this Document.	We would like to propose to the authority that considering the depth of study/data collection is required both from primary and secondary resources, if two Non-Key Experts can also be proposed along with the Key experts.	‘Key Professionals’ as per RFP. Additional experts may be included if the consultant so desires.
<b><u>3.</u></b>	(III) Special Conditions of Contract - SC Clause 12 - Ref. of GC Clause 6.3 (a) -Amendments of, and Supplements to, Clauses in the General Conditions of Contract – Pg68/75	On acceptance & incorporation of suggestions / modifications if any by the Internal committee at each stage of following deliverable:  Final Report: following incorporation of suggestions / modifications and acceptance by Internal Committee:30% of the total cost of services.	We would like to propose to the authority to consider the depth with which the as-is study and ground survey reports has to be prepared. A major part of the work has to be conducted during the initial stages of the project.  Considering the maximum effort (including on ground surveys) in this engagement would be consumed in preparing the Mid-Term Report and Draft Final Report, request the authority to review the payment milestones; we propose modification as per following –	As per RFP.

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			<ul style="list-style-type: none"> <li>Inception Report: 20% (no change requested)</li> <li>Mid-Term Report: 25% (change requested)</li> <li>Draft Final Report: 25% (change requested)</li> <li>Final Report: 20% (change requested)</li> </ul> Consultant's presentation before the stakeholders:10% (nochange requested)	We regret we cannot incorporate this suggestion.
<u>4.</u>	(II) General Conditions of Contract-10.  MISCELLANEOUS PROVISIONS: Pg 65/75	(x) The Consultant must make ground level surveys in <b>all the districts of the concerned States</b> for the collection of information in order to formulate schemes based on ground level situation (in terms of costs and components).	We would like to propose to the authority that for the ground level surveys in all the districts be modified to select few districts (having presence of small tea growers) for each selected state.  Since this engagement is time bound, request the authority to limit the number of on-ground stakeholder consultations/surveys.	Statistically valid sample which should be representative of the entire Region.
<u>5.</u>	Terms of Reference(Part I and II)  Pg 39 to 43/75	Scope of study: (Part I; Page 40) 1. Study the present scenario of area, production and productivity under small tea growers in the respective states of the North East Region and their scope and potential for expansion and growth. 7. Identify bankable schemes for small tea growers in the region in the areas of production, processing, marketing of value added products, etc.	Scope of study: 1. Request the authority to please clarify the names of the states to be covered as part of this study – is it all the North East states including Sikkim?  7. We understand that this means identifying bankable 'projects'. Requesting the authority to kindly clarify.	Yes.  Yes, identifying bankable projects which are feasible.

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6.	<p>Page No. 43 / 75</p> <p>Other locations of the country relevant to the performance of the Assignment / Job</p>	<p>Location of the work: (Part I; Page 41)</p> <p>N.B (Part I; Page 41) The study has to be carried out by collecting data from field surveys/ primary sources and from other secondary data collection methods. All the stakeholders of the sector have to be consulted at the State level/National level. The collected data has to be verified, tabulated and analyzed to derive the findings to cover the above mentioned points.</p> <p>3. Expected input of key professionals and requisite expertise and number of key professional staff. (Part II, Page 42-43)</p> <p>c. Value Chain Expert: Post graduation qualification in any science with 10 yrs experience in similar works; viz; development of value added products for tea or other similar products.</p>	<p>Location of the work:.</p> <p>Are we also to include the adjacent tea growing districts in West Bengal? Request clarification on this please.</p> <p>N.B: We understand that the collected data may be verified with the secondary data from Govt./trustable sources. However, not all data that are collected through the primary survey(s)/ study(ies) can be verified. Requesting to kindly clarify</p> <p>We understand that this position requires adequate knowledge, educational background, and experience in the sector of agriculture, hence we request that to fulfill the job requirements effectively, the Value Chain Expert should have educational qualification in Agri and allied sciences/Agribusiness management.</p>	<p>Other location indicates the successful references that can be drawn from other parts of the country for replication in the study.</p> <p>As per RFP.</p> <p>As per RFP.</p>

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		e. Economics Expert/ Statistical Expert: Post-graduation qualification in Economics/ Statistics with 10 years experience in similar works	e. Since this position would mainly deal with statistical calculations and analysis with respect to the data collected for the said assignment, we request that Post graduation in Management / MBA may also be allowed	As per RFP.
<u>7.</u>	Page No 12 /75 Team Leader: Post-graduation qualification in any discipline and at least 15 yrs experience with 5 yrs as TeamLeader.	Experience of 5 yrs as TeamLeader.	We understand that self certified CV will suffice as proof of team leadership experience	As per RFP.
<u>8.</u>	Page No. 12 /75 Tea Expert: Post graduation qualification in Tea husbandry/ Botany / Plant Pathology with 10yrs experience inresearch & development in tea and related areas.	Post-graduation qualification	We request that post graduate qualifications in fields relevant to the assignment (for example in areas like management, agriculture, economics) be allowed as well to create a large pool of qualified candidates.	We regret we cannot incorporate this suggestion.
<u>9.</u>	Page No. 12 /75 Marketing Expert: Post-graduation qualification in marketing management with 10 years experience in similar works like E-Commerce, Digital/other IT tools for marketing, etc	Post-graduation qualification in marketingmanagement	We request that post graduate qualifications in management be allowed as well.	As per RFP.

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<b>10.</b>	Page No. 14 / 75  The authorization shall be in the form of a written Power of Attorney (as per format in Section 7) accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign	Other form	We understand that board resolution on Authorization to Sign Documents will suffice. Request you to kindly clarify	As per RFP.
<b>11.</b>	Page no 16 / 75  Under CQCCBS, the technical proposals will be allotted weightage of 70% while financial proposals will be allotted weightage of 30%.	70:30 allocation	We request an 80:20 allocation to ensure a winning bid of higher quality.	We regret we cannot incorporate this suggestion.
<b>12.</b>	Page No. 19 / 75  (a) Inception Report: Within 1 (one) month of award of the contract;	Award of the contract;	We request that instead of award of contract these clauses be amended to reflect–signing of contract–this is mentioned in page 70/75 in Appendix B–reporting requirements. We request that the same prevails.	Work order is issued on the day of signing of contract.
<b>13.</b>	Page No. 20 / 75  (c) Experience of the region & language (10%)	Language	To attract a wider pool of candidates with in depth subject matter expertise we request that the weightage of local language be waived.	As per RFP.
		(c) Experience of the region & language (10%)	We request the authority to kindly confirm – experience in which language is required.	Language for effective communication in the region.

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<u>14.</u>	Page No 31 / 75 Staff input (in the form of a bar chart)	Headings 1,2,3	Please confirm if the headings 1, 2, 3 correspond to deliverables?	As per RFP.
<u>15.</u>	Page No. 58 / 75 Insurance to be Taken out by the Consultant	Insurance .	We request that the consultants be allowed to maintain insurance as per our internal guidelines.	Yes, As per RFP.
			We would request modification of the clause to taking out insurance as per the Consultant's internal insurance policy and not of the client	As per Agreement clause no 3.4
<u>16.</u>	Page No. 58 / 75 Accounting, Inspection and Auditing	Audit of our premises	As we maintain documents of multiple clients, we request that the requirement of audit of our premises be waived.	We regret we cannot accept this suggestion.
		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 Employer or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Employer, if so	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.	As per RFP.

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		required by the Employer's auditor or the Employer as the case may be		
<u>17.</u>	Page no 68 / 75  Final Report: following incorporation of suggestions/modifications and acceptance by Internal Committee : 30% of the total cost of services.	Percentage allocation	We request that the 30% payment allocated to final report be reduced to 10% and the balance 20% be allocated to Inception Report and Mid Term Report with 10% each.	As per RFP.
<u>18.</u>	Submission, Receipt and Opening of Proposal	Section 9 - Preparation of Proposal, Clause 9.8: The original and the 10 (ten) copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job	We would request you to kindly consider <b>keeping the main proposal in one box and rest 9 copies in another box</b> as that would be helpful. Technical proposals are voluminous documents, and it becomes extremely difficult to seal all 10 copies in one envelop. Hence only one original copy along can be submitted separately as a technical proposal and remaining 9 copies may be submitted together in another envelop as copies of original technical proposal.	Yes, As per RFP.
<u>19.</u>	Data Sheet (Specific to the Assignment)	Section 2, Clause 11 – The estimated number of months required for the Assignment / Job, The Deliverables and Stages of Deliverables	In data sheet Pg. 17 of the RFP document, Clause # 11, it has been mentioned that the duration of the study is 6 months, while the payment timelines and the deliverables mentioned subsequently are over a period of 8 months.  Given the scope of work to be undertaken, we would request you to consider the timeline to be 8 months only as proposed originally as it would involve extensive	The duration of the study is 8 (eight) months.

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			primary research and going to remote areas across states.	
<u>20.</u>	Deliverables	<p>Terms of Reference, Section 3.</p> <p>100 sets of coloured hard bound copies of the final report are to be submitted along with 50copies of the report in soft copies in the form of CDs.</p>	<p>We would request that requirement of submission of 50 copiesof the report in the form of CDs be relaxed, as the consultant would already be submitting 100 sets of hard copies as well as the soft copy of the report to NEDFi for consideration.</p> <p>Further, CDs are increasingly being replaced as preferred mode of soft copies with email files of the reports or pen-drives.</p> <p>In addition, to relaxation of criteria for CD submissions, we would also request to reduce the number of hard copy submissions requested from 100 as significant costs are involved in the printing and transit of the same. It would be extremely helpful if limited number of hard copies along with soft copies be utilized for this purpose.</p>	We regret we cannot incorporate this suggestion.
<u>21.</u>	Liability Cap	No provision for liability cap of consultant	<p>We would request that overall liability of the consultant be capped to the total contract value of the engagement as is the standard practice in other similar tenders as well.</p> <p>We request that the total liability of consultants be capped at one time the professional fee.</p>	<p>As per RFP.</p> <p>As per RFP.</p>



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22.	Deliverable	External circulation	We would request for addition of the clause that, all deliverables submitted by the consultant would be for internal consumption and information only. Any disclosure of the deliverable to a third party, would require approval of the consultant. Further, no responsibility would be taken by the consultant towards any third party for any decision made pertaining to the deliverables submitted to the client.	We regret we cannot incorporate this suggestion.
23.	Clause 10 (v) Page 65 – Indemnity - Indemnities for IPR infringement claims without exceptions	v) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/ Government of India /Concerned State Governments against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project	<p>We request NEDFi to include the following exceptions and procedure as these are industry standards and reasonable.</p> <ol style="list-style-type: none"> <li>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</li> <li>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement</li> </ol>	Cannot be accepted.

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			<p>is caused by: a) Indemnified Party's misuse or modification of the Service;</p> <p>b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;</p> <p>c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>	
<u>24.</u>	Clause 9.2 Page 64 - Liquidated damages(LDs)	The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract	We request NEDFi to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Cannot be accepted.

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<u>25.</u>	Cl 5.1 (iii) Pg 9/Form 10 Pg 34 -	Related party transaction - Several conflict of interest related obligations on us	<p>We understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction.</p> <p>Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration non-mandatory or removing it from the declarations.</p>	Please check and confirm the clause mentioned.
<u>26.</u>	Clause 4.4 - Removal and/or Replacement of Personnel, Pg 60/75	Penalties linked to replacement / no exceptions provided (death, illness, resignation, etc.)	We would like to mention that there may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, the client is kindly requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client	Please check and confirm the clause.  It is clearly mentioned as 'Except as the Employer may otherwise agree'.

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<u>27.</u>	Clause 2.9.3 Page 56 - Survival obligations	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.	Cannot be accepted.  Please refer clause no 3.5.
<u>28.</u>	Limitation of Liability	Liability is not documented	<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:</p> <p>"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 the client's systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	Cannot be accepted.
<u>29.</u>	IPR Related issues	No protection to our pre-existing IPRs	There are innumerable IPRs that exist with us which we would like to use to the client's benefit while delivering our services to the client. 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 the client just because we are using them for providing services to the client, like we use these for other clients. We request that we are allowed to retain	Cannot be accepted.

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			<p>ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to the client in order to protect our ownership in them. We request the client 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 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</p>	
<b>30.</b>	Third Party Disclaimer	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to the client under the contract. We accept no liability to anyone, other than the client, in connection with our services, unless otherwise agreed by us in writing. The client shall 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.	Can not be agreed.

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			Please confirm our understanding is correct.	
<u>31.</u>	Acceptance - No acceptance criteria	No acceptance criteria	<p>We would like to reiterate that for the project to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request the client to 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. A simple clause such as below:</p> <p>"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."</p>	Cannot be accepted.
<u>32.</u>	Staffing	Covid 19 Crisis- Deployment of Resources	We would like to highlight to the client that if there are any circumstances that reasonably restricts travel or physical presence of our personnel at the client's office/ location, then without prejudice to the client's payment obligations, client	Please refer to clause no 2.7 at pg no 52 of RFP where it is already covered.

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			<p>shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay /default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages/ penalties etc. arising therefrom would be imposed on us under the Contract.</p>	
<p><b>33.</b></p>	<p>Indemnity–No process for indemnity</p>	<p>No process for indemnity</p>	<p>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 Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (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; (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</p>	<p>Cannot be accepted.</p>

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			<p>losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, 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 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</p>	



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			above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
<u>34.</u>	Indemnity	Indemnities not subject to final determination by court/arbitrator	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.	Cannot be accepted.
<u>35.</u>	Confidentiality Obligations	Parties to whom information can be disclosed is not documented	<p>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 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:</p> <p>"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</p>	<p>Cannot be accepted.</p> <p>Not applicable.</p>

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			or for regulatory and compliance (both internal and external) purposes."	
36.	Confidentiality Obligations	Exceptions to confidential information are not provided	<p>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:</p> <p>"Confidential information does not include any information which</p> <ul style="list-style-type: none"> <li>(i) Is rightfully known to the recipient prior to its disclosure;</li> <li>(ii) Is independently developed by the recipient without use of or reliance on confidential information; or</li> </ul>	<p>i) Cannot be considered as the deciding authority to decide the rightfulness is not clear.</p> <p>ii) NEDFi being the employer, the suggested clause may be considered.</p>

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			<p>(iii) Is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or</p> <p>(iv) Which would be required to be disclosed under the (Indian) Right to Information Act."</p>	<p>iii) Cannot be considered as NEDFi has the liberty to publish such report or to decide the right of third party to obtain such report.</p> <p>iv) As the consultant may not be covered under the purview / jurisdiction of RTI act hence, confidentiality does not exist.</p>
<u>37.</u>	Pg 64/75 Clause 9. Liquidated Damages	9.3 - (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1 % of total cost of the services for every week or part thereof for the delay.	<p>We would like to highlight that by making time of essence of the contract, the Client retains the right to void the contract ab initio in case timelines are not met. But we would like to reiterate that there are various dependencies on the client and other third parties for completing the project. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of</p>	Cannot be accepted

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			the contract. Thus, request the client to kindly delete this clause.	
<b>38.</b>	Pg 8/75, Pg 34/75, Pg 57/75 Clause 5 - Conflict of Interest Form Tech 10, & (II) General Conditions of Contract - 3. OBLIGATIONS OF THE CONSULTANT - 3.2 Conflict of Interests:	The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.	We would like 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 the client 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.	Cannot be accepted

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