

Sr.	Section No.	Page No.	Content of the RFP requiring clarification	Clarification Sought	Clarification by AP/Drone
1	Section 2.28. Liquidated Damages (LD)	21,22	<p>i) Liquidated Damages will be levied at 1% for every instance of default subject to a maximum of 20% on the total value of the contract for non-fulfillment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.</p> <p>ii) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below:</p> <p>i. Extension of time may be permitted to complete the work.</p> <p>ii. Additional resources will be requested for speeding up the work.</p> <p>iii. Liquidated Damages will be levied.</p> <p>iv. Contract with the Successful Bidder may be terminated as per the Termination clause.</p> <p>v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.</p>	<p>The client is requested to define the delivery conditions, which would be considered for assessing the consultant's event of failure and application of liquidated damages.</p> <p>We would also like to bring to the client's kind notice that since this is a T&amp;M based contract, and also given that scope of services is indicative, provision of liquidated Damages may not be appropriate.</p> <p>We request the client to consider the same, particularly given the backdrop that the drone technology is evolving globally.</p>	<p>As per the RFP, submitting the deliverables without any time delay shall be the liquidated condition.</p> <p>As there's a cap of 20% for the penalty, the same shall be applicable.</p>
2	Section 2.28. Liquidated Damages (LD) Section 6.2. Penalty Terms	21-22, 27, 28	<p><b>Section 2.28</b> <b>Liquidated Damages</b> i) Liquidated Damages will be levied at 1% for every instance of default subject to a maximum of 20% on the total value of the contract for non-fulfillment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.</p> <p>ii) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below:</p> <p>i. Extension of time may be permitted to complete the work.</p> <p>ii. Additional resources will be requested for speeding up the work.</p> <p>iii. Liquidated Damages will be levied.</p> <p>iv. Contract with the Successful Bidder may be terminated as per the Termination clause.</p> <p>v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.</p> <p><b>Section 6.2.</b> <b>Delay in deliverables as per time-line, schedule and required quality</b> No delay in submission of deliverables beyond the stipulated timelines (with quality as defined by APDC, as and when required) for reasons attributed to the PA scope of work. The delay in submission of deliverables (with quality as defined by APDC, as and when required) beyond one week of the stipulated time, for reasons attributed to the PA scope of work, shall be treated as material breach. Half a Percent (0.5%) of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 10% of the TCV. If the penalty goes beyond 10%, the APDC reserves the right to terminate the contract in addition to forfeiture of P&amp;G.</p>	<p>As per Section 2.28, Liquidated Damages will be levied at 1% for every instance of default subject to a maximum of 20% on the total value of the contract for non-fulfillment of delivery schedule or in the event of failure by the Successful Bidder to fulfil the delivery conditions.</p> <p>As per Section 6.2, a Penalty of Half a Percent (0.5%) of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 10% of the TCV, would be applicable for delay in deliverables as per time-line, schedule and required quality.</p> <p>In case the client continues to retain the penalty terms, the consultant would like to bring it to the client's kind notice that the percent of liquidated damages (LD) and penalty (0.5%) of the Total Contract Value (TCV) are in variation with each other. The client is requested to clarify the percentage of liquidated Damages/ Penalty applicable.</p> <p>We would also like to bring to the client's kind notice that since this is a T&amp;M based contract, and also given that scope of services is indicative, provision of liquidated Damages may not be appropriate.</p> <p>We request the client to consider the same, particularly given the backdrop that the drone technology is evolving globally.</p>	<p>Before conjoined 1</p>
3	Section 5.1 PA: Deliverables and Timelines Section 6.1 Payment Schedule	25, 27	<p><b>Section 5.1</b> <b>Planning and Pre-Implementation</b> Inception Report cover the following</p> <ul style="list-style-type: none"> <li>Understanding Report of the market and list of all interventions to be made to promote drone technology in the state.</li> <li>High level Project execution Plan</li> <li>Detailed Project Plan</li> <li>Resource Scheduling</li> <li>Framework for monitoring (Formats for all different interventions planned)</li> </ul> <p>Implementation</p> <ul style="list-style-type: none"> <li>Review report of implementation of intervention plans submitted by PA</li> <li>Review report of Weekly/ Monthly status reports.</li> </ul> <p><b>Section 6.1</b> Consultant team shall be deployed on T&amp;M basis and Bidder shall raise quarterly invoice on pro-rata basis of the total contract value considering the number of full time resources deployed during the reporting period. Invoice shall have the following</p> <ul style="list-style-type: none"> <li>Hard Copy of the Monthly report for each month of the quarter</li> </ul>	<p>We understand that the consultant is required to submit the following deliverables during the overall duration of the project:</p> <ol style="list-style-type: none"> <li>Inception Report</li> <li>Monthly Reports</li> <li>Twelve (12) Monthly Reports including 3 Monthly Reports during Planning and Pre-Implementation Phase; and 9 Monthly Reports during Implementation Phase</li> <li>9 (Nine) Monthly Reports during Implementation Phase</li> </ol> <p>The client is requested to confirm our understanding.</p>	Yes
4	Section 5.2. Project Implementation Agency (PIA) – Scope of Work Planning and Pre-Implementation	25	<p>PIA is expected to also analyze the drone technology industry in other countries to understand the key drivers that have resulted in positive growth in the industry and key bottlenecks that have inhibited any possible growth.</p>	<p>We understand that an analysis of international case studies and best practices would be based on information available in the public domain.</p> <p>The client is requested to confirm our understanding.</p>	The research shall not be restricted to the information available in internet but also the agency shall interact with appropriate personnel in the global market to collect and implement the strategy here in Andhra Pradesh.
5	Section 5.2. Project Implementation Agency (PIA) – Scope of Work Planning and Pre-Implementation	26	<p>Agency is expected to support APDC with all the documentation required for obtaining the project execution approvals, budget approvals and project execution itself.</p>	<p>The consultant would like to bring to the client's kind notice that the consultant's role and responsibility would be limited only to facilitating obtaining of approvals.</p> <p>The consultant would not be responsible for any delays in the approval process and/or delay in stipulated approval dates.</p> <p>The client is requested to confirm our understanding.</p>	Yes, the understanding is appropriate
6	Section 5.3 Project Implementation Agency (PIA) – Scope of Work Implementation Phase	26	<p>The PIA is expected to implement/execute the intervention plans designed to ensure the goals and objectives of the industry development wing of APDC are met.</p>	<p>The consultant would like to bring to the client's kind notice that the intervention plans which will be designed during the Planning and Pre-implementation will be recommendatory in nature.</p> <p>The consultant will facilitate the client to implement / execute the designed intervention plans.</p> <p>The consultant would not be responsible for ensuring that goals and objectives of the industry development wing of APDC are met in case they are beyond the scope of work of the RFP, or the designed intervention plans, as the ultimate decision making authority in such scenarios would be the APDC.</p> <p>The client is requested to confirm our understanding.</p>	Yes, the understanding on the goals and objectives are right
7	Section 5.3 Project Implementation Agency (PIA) – Scope of Work Implementation Phase	26	<p>PIA will plan for contingencies and activate them in the event of main interventions are not delivering on the agreed goals.</p>	<p>The client is requested to define what is meant by contingencies.</p> <p>In case the client continues to retain the penalty terms, the client is also requested to clarify in what way contingencies are related to penalty terms by defining what would be considered as "main interventions not delivering on the agreed goals".</p> <p>The client is also requested to clarify the penalties applicable in a scenario of contingencies being activated.</p>	Since PIA is to provide the strategy, it is expected to provide risk and mitigation plans.
8	Section 5.4. Mangover Requirement Section 5 Project Implementation Agency (PIA) – Scope of Work Notes	26	<p>One project director who is the single point of contact for the project, who will not change until the successful implementation, unless otherwise approved/required by APDC must be appointed. It is mandatory that the resource proposed for the Project Director position should not change until the successful implementation, unless otherwise approved/required by APDC.</p>	<p>The client is requested to consider some flexibility with regard to the duration of deployment of the project director and other senior resources at APDC site, so as to also provide some home-time period.</p>	The joining of Project Director and other senior consultants must be no later than 20 working days from the date of signing of the contract.
9	Section 5 Project Implementation Agency (PIA) – Scope of Work Notes	26	<p>Sub-Contracting is not allowed for any of the roles.</p>	<p>Since Drones is an emerging sector globally and in India, we request the client to permit sub-consultancy with individual sub-consultant, so that the expertise of subject matter experts can be leveraged to add value to the engagement.</p>	Yes, May be included in the technical proposal which shall be approved by APDC only after the assessment

10	Section 6.1 Payment Schedule	27	Consultant team shall be deployed on T&M basis and Bidder shall raise quarterly invoice on pro-rata basis of the total contract value considering the number of full-time resources deployed during the reporting period.	<p>We propose to deploy a team comprising a mix of full-time and part-time resources over the Planning and Pre-Implementation, and Implementation Phases. We intend to propose a mix of experts who can discharge the tasks required for the attainment of the objectives of the assignment.</p> <p>We would also like to bring it to the client's notice that such a manpower deployment would be in the interest of the cost-effectiveness of the assignment.</p> <p>The client is requested to confirm whether this would be acceptable.</p>	The issue addressed is not relevant to pre-bid queries.
11	Section 6.1 Payment Schedule	27	Invoice shall have the following: (i) Monthly attendance report for each month of the quarter indicating daily attendance resource deployed (ii) Payment shall not be made for any resource's nonworking man-day of whatsoever nature, on APOC working days).	<p>We understand that the client will make the payment based on the actual deployment of resources on site. Under such circumstances, same service conditions as applicable to the employees of APOC, including leave entitlements, can be applied to the resources of the PA. The client is requested to confirm our understanding.</p> <p>The client is also requested to consider some flexibility with regard to the duration of deployment of the project director and other senior resources at APOC sites, so as to also provide some home-time period.</p> <p>The consultant would like to bring it to the client's kind notice that there could be unforeseen circumstances due to which any resource who is deployed may not be available for a certain time duration.</p> <p>The client is requested to modify the clause, so as to continue the payments by taking into consideration such unforeseen circumstances.</p> <p>The client is also requested to define the conditions which will be considered as exceptional / unforeseen circumstances under which payments shall not be withheld / will be continued.</p>	Yes. The joining of Project Director and other senior consultants must be no later than 20 working days from the date of signing of the contract.
12	Section 6.2 Penalty Terms	27.30	<p><b>Measurement: Delay in deliverables as per time-line, schedule and required quality</b> S&amp;A: No Delay in submission of deliverables beyond the stipulated timelines (with quality as defined by APOC, as and when required) for reasons attributed to the PA scope of work. <b>Material Breach:</b> The delay in submission of deliverables (with quality as defined by APOC, as and when required) beyond one week of the stipulated time, for reasons attributed to the PA scope of work, shall be treated as material breach. <b>Penalty:</b> Half a Percent (0.5%) of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 10% of the TCV; if the penalty goes beyond 10%, the APOC reserves the right to terminate the contract in addition to forfeiture of P&amp;G.</p> <p><b>Measurement: Replacement of a Resource Person by the PA</b> S&amp;A: No replacement of resources, within the first 4 months from the date of contract, from the ones submitted in the PA's technical bid, without prior approval of APOC. Any Replacement of resources, intended by PA shall be within 5 working days. <b>Material Breach:</b> Failure to replace a resource with the same qualification and experience as given in PA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach.</p> <p><b>Measurement: Replacement of resources due to underperformance during the project</b> S&amp;A: APOC may request the Consultant to replace any of the resources which are not performing to the expectations of the APOC. <b>Material Breach:</b> Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by the APOC shall be treated as material breach.</p> <p><b>Penalty:</b> The underperforming resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PA shall replace her/him with a new resource with similar qualification &amp; experience, at no extra cost, within 21 days from such discontinuation. In case the PA is unable to provide a suitable replacement, 0.10% of the TCV per resource per week from the 22nd day onwards may be levied as penalty, at the sole discretion of APOC.</p> <p><b>Measurement: Availability of the resources at client defined locations</b> S&amp;A: All resources, employed, should be available on all working days of APOC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APOC, PA shall deploy a substitution resource at no additional cost. <b>Material Breach:</b> PA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason. <b>Penalty:</b> Non-replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10% of TCV per resource per incident.</p>	<p>The consultant would like to bring to the client's kind notice that since the assignment would be a T&amp;M contract, with payment based on the monthly progress reports and attendance sheets being submitted, penalty terms should not be applicable.</p> <p>The client is requested to consider the same.</p>	No Change
13	Section 6.2 Penalty Terms	28.29	<p><b>Replacement of a Resource Person by the PA</b> No replacement of resources, within the first 4 months from the date of contract, from the ones submitted in the PA's technical bid, without prior approval of APOC. Any Replacement of resources, intended by PA shall be within 5 working days. Failure to replace a resource with the same qualification and experience as given in PA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach. Half a Percent (0.5%) of the Total Contract Value (TCV) per resource per event shall be levied as penalty.</p> <p><b>Replacement of resources due to underperformance during the project</b> S&amp;A: APOC may request the Consultant to replace any of the resources which are not performing to the expectations of the APOC. Any Replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by the APOC shall be treated as material breach. The underperforming resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PA shall replace her/him with a new resource with similar qualification &amp; experience, at no extra cost, within 21 days from such discontinuation. In case the PA is unable to provide a suitable replacement, 0.10% of the TCV per resource per week from the 22nd day onwards may be levied as penalty, at the sole discretion of APOC.</p>	<p>In case the client continues to retain the penalty terms, the consultant would like to bring it to the client's kind notice that with regard to the Replacement of a Resource Person by the PA, a sufficient duration of time would be required to bring on board a replacement personnel with the same qualification and experience, since Drones is a nascent industry in India.</p> <p>The client is requested to reconsider the period granted for replacement without imposition of penalty as 21 working days.</p> <p>The client is requested to modify the SLA clause of the penalty terms for Replacement of a Resource Person by the PA accordingly.</p> <p>The consultant would also like to bring to the client's kind notice that such a modification would also be in line with the period proposed for Replacement of resources due to underperformance during the project as intimated by APOC i.e. 21 days.</p>	Refer Contingendum 1
14	Section 6.2 Penalty Terms	29	<p><b>Availability of the resources at client defined locations</b> All resources, employed, should be available on all working days of APOC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APOC, PA shall deploy a substitution resource at no additional cost. PA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason. Non-replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10% of TCV per resource per incident.</p>	<p>In case the client continues to retain the penalty terms, the consultant would like to bring it to the client's kind notice that there could be unforeseen circumstances due to which any resource who is deployed may not be available for a certain time duration.</p> <p>The client is requested to modify the clause, so as to withhold imposition of penalty on the basis of an undertaking / confirmation by the PA of the re-deployment of the substituted resource after a certain duration.</p> <p>The client is also requested to consider some flexibility with regard to the duration of deployment of the project director and other senior resources at APOC sites, so as to also provide some home-time period.</p>	No Change The joining of Project Director and other senior consultants must be no later than 20 working days from the date of signing of the contract.
15	Section 6.2 Penalty Terms	29.30	Deployment of Strategy Team: Within four (4) working days from the date of signing of the Contract Deployment of Implementation Team: Within one (1) calendar month from the date of deployment of the Core Team	<p>We understand that the "Strategy Team" will be deployed for Planning and Pre-Implementation Phase, and the "Implementation Team" will be deployed for Implementation Phase.</p> <p>We understand that the while some of the resources deployed for the "Strategy Team" and "Implementation Team" may be common, the two teams need not necessarily be the same.</p> <p>The client is requested to confirm our understanding.</p>	Yes
16	Section 7. Pre-qualification Criteria	31.34	Supporting documentary evidence	The client is requested to consider supporting document evidence in a language other than English, furnished along with an English translated version of the original supporting document.	Yes, it can be considered
17	Section 7. Pre-qualification Criteria	31.34	Supporting documentary evidence	<p>We would like to bring to the client's kind notice that due to confidentiality reasons, disclosure of the client name and the commercial value would not be possible for some assignments.</p> <p>The client is requested to consider accepting a self-certification with the assignment details but without the client details, commercial value or other information which are prohibited to be shared as per non-disclosure commitments for such assignments.</p>	No Change
18	Section 7. Pre-qualification Criteria	31.33	<p><b>Pre-qualification Criteria</b> A) The bidder must have experience with at least one project in developing drone based ecosystem for any government body in the last five (5) financial years as on bid submission date. Documentary Evidence(s) • Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR • Self-certification from the Bidder mentioning the Scope of work and value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid AND • Completion Certificate with payment details issued &amp; signed by the competent authority of the client entity on the entity's letterhead. OR Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project</p> <p><b>Technical Evaluation Criteria</b> A2) The bidder must have experience with at least one project in developing drone based ecosystem for any government body in the last five (5) financial years as on bid submission date. Documentary Evidence(s) • Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR • Self-certification from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid AND • Completion Certificate with payment details issued &amp; signed by the competent authority of the client entity on the entity's letterhead. OR Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project</p>	<p>Since Drones is a nascent sector in India and globally, the client is also requested to also consider ongoing assignments for this criteria. The client is also requested to consider assignments undertaken with the private sector.</p> <p>The client is requested to modify the Pre-qualification Criteria and Technical Evaluation Criteria as follows:</p> <p><b>Pre-qualification Criteria</b> A) The bidder must have experience with at least one project in developing drone based ecosystem in the last five (5) financial years as on bid submission date. Documentary Evidence(s) • Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR • Self-certification from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid</p> <p><b>Technical Evaluation Criteria</b> A2) The bidder must have experience with at least one project in developing drone based ecosystem in the last five (5) financial years as on bid submission date. Documentary Evidence(s) • Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR • Self-certification from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid</p>	Refer Contingendum 1
19	Section 7. Pre-qualification Criteria	31.34	<p><b>Pre-qualification Criteria</b> B) The bidder must have assisted any government body/bodies to bring in a cumulative investment of INR 1000 crore in any state/country. (INR 1000 crore can be a cumulative total amount of investment brought in across various projects).</p> <p><b>Technical Evaluation Criteria</b> B) The bidder must have assisted any government body/bodies to bring in a cumulative investment of INR 1000 crore in any state/country. (INR 1000 crore can be a cumulative total amount of investment brought in across various projects).</p>	<p>We understand that the bidder must have assisted the government body in a successful closure of a transaction with an investment of over INR 1000 crores.</p> <p>The client is requested to confirm our understanding.</p>	Yes
20	Section 8. Technical Evaluation Criteria	34	Personnel Profile and Experience Team will be proposed by the PA in their technical proposal	<p>We understand that in addition to the captioned RFP, the client has also issued an additional RFP: APOC/APOC/COE/2019 - "Selection of Project Implementation Agency (PIA) to Design, Establish and Monitor Centre of Excellence for Drones in the Andhra Pradesh".</p> <p>The consultant would like to request non-exclusivity of proposed team as a response to both the RFPs.</p>	Not allowed

			<b>Annexure III - Financial Information</b> <b>Criteria Sub-Criteria FY Total Financials</b> <b>Financial Capability Turnover exclusively from business activities related to Consultancy / Advisory Services</b> FY 2015-16 FY 2016-17 FY 2017-18 <b>Net-worth Measured as paid-up capital plus free reserves</b> FY 2015-16 FY 2016-17 FY 2017-18					
21	Annexure III - Financial Information	42			The consultant would like to clarify whether the same information can be presented in a different format.	No Change		
22	Annexure XIII: Summary of Roles & Responsibilities	55	Annexure XIII: Summary of Roles & Responsibilities		The client is requested to clarify whether the consultant is required to prepare and submit Annexure XIII, or whether it is only a sample provided for the consultant's reference.	The given details are for the reference of the consultancy agency		
23	Annexure XIV: Key Performance Indicators	56	Key Performance Indicators		The client is requested to clarify whether the consultant is required to prepare and submit Annexure XIV, or whether it is only a sample provided for the consultant's reference.	The given format is provided for the consultant's reference.		
24	Section 1- Invitation for Bid Key Events & Dates	8	Last date and time for submission of Proposal (Proposal Due Date)	20/09/2019 at 3:00 PM		It is requested to extend the dates by at least 2 weeks after issuance of pre-bid clarifications.	Refer Corrigendum 1	
26	Clause 1.3 Registration with a Procurement platform	11	Payment of Transaction Fees: It is mandatory for all the participant bidders from 1st January 2005 to electronically pay a prescribed non-refundable Transaction fee to MVA APFC, the service provider through "Payment Gateway Service on E-Procurement Platform"		Kindly clarify if transaction fees has to be paid over and above the Bid Processing Fees and quantum of fees to be paid.	No.		
27	Clause 1.3 Registration with a Procurement Platform	12	Corpus Fund		Kindly clarify if Corpus Fund has to be paid by winning bidder.	No. Corpus fund has to be paid by all the participants.		
28	Clause 2.1 Earned Money Deposit	13	Bidders shall submit an EMD of INR 25 lakhs (Fifteen Lakh Rupees Only) along with their Bids, in the form of Bank Guarantees issued by any Nationalized/ Scheduled Commercial bank in favor of AP Drones Corporation Private Limited, payable at Vijayawada, and should be valid for 180 days from the due date of the RFP.		Kindly Clarify if EMD is 15 lakhs or Rs. 5 Lakh as mentioned in Clause 2.1 Key Events and Dates, Page 4, Bid Security/ EMD Table	Refer the tender/ RFP in the e-procurement platform		
29	Clause 2.24.4	19	APDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by APDC, or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract, or (iii) if the Successful Bidder, in the judgment of APDC, has engaged in fraudulent and corrupt practices in competing for or in executing the contract.		We request the authority to provide an opportunity to the Bidder to cure the breach within the notice period of 30 days. In the event that the breach is not cured within the aforesaid period, the contract may be terminated forthwith.	No Change		
30	Clause 2.24.1	19	In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.		We request for deletion of highlighted portion in the para. In the event that bidder fails to perform the obligations under the contract, the authority may claim damages under the contract and may also take recourse under applicable laws.	No Change		
31	Clause 2.25	20	The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other willful misconduct by or on behalf of the Bidder.		We request the authority for deletion of term willful misconduct as it is not a defined term under Indian Law.	Refer Corrigendum 1		
32	Clause 2.26 (c)	21	The indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenues etc.), claims, damages, compensation, charges (including attorney fees) arising out of data loss, data theft, data misuse, data tampering, unauthorized use or disclosure of Confidential information etc. attributable to the indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.		We propose a survival period of one (1) year for confidentiality obligations from the date of expiry or termination of the contract.	No Change		
33	Clause 5.3	26	During the implementation phase, the agency is expected to help APDC connect with various industry investors and invite them to invest in the state.		Kindly clarify if any investment promotion events have to be carried on whether cost for arranging the promotion will be borne by authority. Request authority to clarify whether cost for any visit to meet investors / attend conferences etc. will be borne by authority.	Can be allowed based on pre-approval from APDC authority		
34	Clause 5.4 Manpower Requirement	26	The PIA is expected to propose the right manpower as they deem necessary and required and provide the CVs and other profiles of the proposed team members as part of the technical proposal		We request the authority to specify number of resources for the assignment as this would allow us to prepare a competitive bid.	As this project is being executed on Turnkey basis, the PIA would have a wider perspective on the right number of resources at different levels to be deployed to execute the entire scope of work.		
35	Clause 5.4 Manpower Requirement	26	Note: 5. Qualification, Experience and other details are specified in the Annexures		We request for the qualification, experience and other details for experts to be specified as this would allow all the bidders to have a standardized cost estimate and prepare a competitive bid	As this project is being executed on Turnkey basis, the PIA will have a wider perspective on the right resources at different levels to be deployed to execute the entire scope of work.		
36	Clause 6.2 Penalty terms	28	Replacement of resources due to underperformance during the project. Non- replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by APDC.		We request for extension of time for replacement of resource from 21 days to 45 days.	No Change		
37	Clause 6.2 Penalty terms	30	Note: 4. Deployment of Strategy Team: Within four (4) working days from the date of signing of the Contract		We request for 7 working days from date of signing of contract for deployment of strategy team.	No change		
38	Clause 7 Pre bid qualification	31	3-c) The bidder must have experience with at least three projects aimed at achieving industry/sector wide advances with any government body in the last five (5) financial years as on bid submission date		We request clarity on what projects can be considered under this point.	The agency must have atleast worked on 3 projects of setting up or promoting an industry ecosystem irrespective of the domain.		
39	Annexure I	39	ONE to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.		We request the authority if we can propose the following declaration - "The bidding entity for this engagement is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory." I, Partner of, do hereby declare to the best of our knowledge and information available with us as on date, that to the best of our knowledge and information available with us, we certify that in the last three years has neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has ..... been expelled from any project or contract nor have had any contract terminated for breach on our part as evidenced by any court decree or arbitral award against ..... to best effect. However, we would like to clarify that given the large volume of work performed by ..... contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities."		No Change	
40	Annexure I	39	For Declaration in point 6 and 7		We request the authority if we can propose the following declaration - "The bidding entity for this engagement is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory." I, Partner of, do hereby declare to the best of our knowledge and information available with us as on date, that in regard to matters relating to security and integrity of the country, we have not been charge-shafted by any agency of the Government or convicted by a Court of Law for any offence committed by us."	No Change		
41	Annexure V - Declaration regarding Clean Track Record	44	Declaration		We request authority to allow us to provide the declaration in a format similar to the format provided in the RFP.	No Change		
42	Annexure VI: Format for Past Experience of the Bidder	44	Documentary Proof Required: Copy of Work Order Certificate of successful operation by the client		We understand providing any one of the proof should suffice.	Yes, Any one shall be considered		
43	Annexure XV	57	Additional Declaration		We request for addition of this line. Our total liability under this engagement shall be limited to fees charged by us for the services performed	No Change		