

Sl.	Section No.	Page No.	Content of the RFP requiring Clarification	Clarification Sought	Clarification by AP Drones
1	Section 2.28. Liquidated Damages (LD)	22	<p>a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% 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>b) In the event of failure by the Successful Bidder to fulfill 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. We would also like to bring to the client's kind notice that since this is a T&M based contract, and also given that scope of services is indicative, provision of Liquidated Damages may not be appropriate. 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 delivery condition. As there's a cap of 10% for the penalty, the same shall be applicable.</p>
2	Section 2.28. Liquidated Damages (LD)	22,27-28	<p>a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% 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>b) In the event of failure by the Successful Bidder to fulfill 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>Section 6.2 Delay in deliverables as per time-line, schedule and required quality 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 PIA 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 PIA 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&G.</p>	<p>As per Section 2.28, Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfillment of delivery schedule or in the event of failure by the Successful Bidder to fulfill the delivery conditions. 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. 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 (1%) 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 damage / penalty applicable. We would also like to bring to the client's kind notice that since this is a T&M based contract, and also given that scope of services is indicative, provision of Liquidated Damages may not be appropriate. We request the client to consider the same, particularly given the backdrop that the drone technology is evolving globally.</p>	<p>Refer Corrigendum 1</p>
3	Section 5.1 PIA: Deliverables and Timelines Section 4.1 Payment Schedule	25,27	<p>Section 5.1 Planning and Pre-Implementation Inception Report cover the following</p> <p>ii Full detailed report on the strategy, legal/institutional/organizational requirement/business model/activities by the Centre of Excellence for Drones.</p> <p>iii High level Project execution Plan</p> <p>ii Detailed Project Plan</p> <p>ii Resource Scheduling</p> <p>ii Framework for monitoring project execution (Formats for all different interventions planned)</p> <p>Implementation</p> <p>ii Review report of implementation of action plans submitted by PIA</p> <p>ii Review report of Weekly/ Monthly status reports</p> <p>Section 6.1 Consultant team shall be deployed on T&M basis and Bidder shall raise bi-monthly invoice on pro-rata basis of the total contract value considering the number of full time / part-time resources who worked during the reporting period. Invoice shall have the following:</p> <p>i. Hard Copy of the Monthly report</p>	<p>We understand that the consultant is required to submit the following deliverables during the overall duration of the project:</p> <p>1. Inception Report 2. Monthly Reports 3. Twelve (12) Monthly Reports including 3 Monthly Reports during Planning and Pre-implementation Phase; and 9 Monthly Reports during implementation Phase OR ii 9 (Nine) Monthly Reports during Implementation Phase The client is requested to confirm our understanding.</p>	<p>Yes. The consultants have to submit monthly reports.</p>
4	Section 5.2. Project Implementation Agency (PIA) – Scope of Work Planning and Pre-Implementation	26	<p>PIA is expected to also analyze similar center of excellence for drones in other countries / India to understand the activities taken up by such organization which might be relevant for the AP State.</p>	<p>We understand that an analysis of international case studies and best practices would be based on information available in the public domain. The client is requested to confirm our understanding.</p>	<p>The research/analysis shall not be restricted to the information available in internet but also the agency shall interact with various personnels across the global market to collect and impart the best strategy here in Andhra Pradesh</p>
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 it to the client's kind notice that the consultant's role and responsibility would be limited only to facilitating obtaining of approvals. The consultant would not be responsible for any delays in the approval process and/or delay in stipulated approval dates. The client is requested to confirm our understanding.</p>	<p>Yes</p>
6	Section 5.3 Project Implementation Agency (PIA) – Scope of Work Implementation Phase	27	<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. In case the client continues to retain the penalty terms, the client is also requested to clarify in what way are contingencies related to penalty terms by the Client is also requested to clarify the penalties applicable in a scenario of contingencies being activated.</p>	<p>The PIA is expected to provide risk and mitigation plans as they are designing the strategies</p>
7	Section 5 Project Implementation Agency (PIA) – Scope of Work Note	27	<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-consultants, so that the expertise of subject matter experts can be leveraged to add value to the engagement.</p>	<p>Yes. May be included in the technical proposal which shall be approved by APDC only after the assessment</p>

8	Section 5.3 Implementation Phase Note	27	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	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.	No Change
9	Section 6.1 Payment Schedule	27	Invoice shall have the following: (i) Monthly attendance report indicating daily attendance resource deployed (ii) Payment shall not be made for any resource's nonworking man-day of whatsoever nature, on APDC working day(s).	We understand that 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 APDC, including leave entitlements, can be applicable to the resources of the PIA. The client is requested to confirm our understanding. 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 APDC site so as to also provide some home-time period. 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. The client is requested to modify the clause, so as to continue the payments by taking into consideration such unforeseen circumstances. 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.	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.
10	Section 6.2 Penalty Terms	27-30	Measurement - Delay in deliverables as per time-line, schedule and required quality SLA - 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 PIA scope of work. Material Breach - 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 PIA scope of work, shall be treated as material breach. Penalty - 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 PBG. Measurement - Replacement of a Resource Person by the PIA SLA - No replacement of resources, within the first 3 months from the date of contract, from the ones submitted in the PIA's technical bid, without prior approval of APDC. Any Replacement of resources, intended by PIA shall be within 15 working days. Material Breach - Failure to replace a resource with the same qualification and experience as given in PIA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach. Penalty - Half a Percent (0.5 %) of the Total Contract Value (TCV) per resource per event shall be levied as penalty. Measurement - Replacement of resources due to underperformance during the project SLA - APDC may request the Consultant to replace any of the resources which are not performing to the expectations of the APDC. Material Breach - 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 APDC shall be treated as material breach. Penalty - 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 PMA shall replace her/him with a new resource with similar qualification & experience, at no extra cost, within 30 days from such discontinuation. In case the PMA 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 APDC. Measurement - Availability of the resources at client defined locations SLA - All resources, deployed, should be available as per agreed work plan on working days of APDC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APDC, PIA shall deploy a substitution resource at no additional cost. Material Breach - PIA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason. Penalty - Non replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10 % of TCV per resource per incident.	The consultant would like to bring to the client's kind notice that since the assignment would be a T&M contract, with payment based on the monthly progress reports and attendance sheets being submitted, penalty terms should not be applicable. The client is requested to consider the same.	No Change
11	Section 6.2 Penalty Terms	28-29	Measurement - Replacement of a Resource Person by the PIA SLA - No replacement of resources, within the first 3 months from the date of contract, from the ones submitted in the PIA's technical bid, without prior approval of APDC. Any Replacement of resources, intended by PIA shall be within 15 working days. Material Breach - Failure to replace a resource with the same qualification and experience as given in PIA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach. Penalty - Half a Percent (0.5 %) of the Total Contract Value (TCV) per resource per event shall be levied as penalty. Measurement - Replacement of resources due to underperformance during the project SLA - APDC may request the Consultant to replace any of the resources which are not performing to the expectations of the APDC. Material Breach - 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 APDC shall be treated as material breach. Penalty - 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 PMA shall replace her/him with a new resource with similar qualification & experience, at no extra cost, within 30 days from such discontinuation. In case the PMA 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 APDC.	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 PIA, 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. The client is requested to re-consider the period granted for replacement without imposition of penalty as 30 working days. The client is requested to modify the SLA clause of the penalty terms for Replacement of a Resource Person by the PIA accordingly. 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 initiated by APDC i.e. 30 days.	Refer Corrigendum 1
12	Section 6.2 Penalty Terms	29	Measurement - Availability of the resources at client defined locations SLA - All resources, deployed, should be available as per agreed work plan on working days of APDC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APDC, PIA shall deploy a substitution resource at no additional cost. Material Breach - PIA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason. Penalty - Non replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10 % of TCV per resource per incident.	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. The client is requested to modify the clause, so as to withhold imposition of penalty on the basis of an undertaking / confirmation by the PIA of the re-deployment of the substituted resource after a certain duration. 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 APDC site, so as to also provide some home-time period.	The penalty terms shall not be withheld. 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.
13	Section 6.2 Penalty Terms Notes	30	Deployment of Strategy Team: Within ten (10) 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	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. 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. The client is requested to confirm our understanding.	Yes
14	Section 7 Pre-qualification Criteria Section 8 Technical Evaluation Criteria	31,33	Pre-Qualification Criteria 3.3.A. The bidder must have experience with at least one project in setting up a center of excellence for drones in the past. (National/International experience of bidder's global network showcasing international best practices is preferable) Technical Evaluation Criteria / Sub Criteria A1 The bidder must have experience with at least one project in setting up a center of excellence for drones in the past. (India/International experience of bidder's global network showcasing international best practices is preferable) One project = 7.5 marks Max Marks = 7.5	The client is requested to remove this requirement, as Drones is a nascent and emerging industry both in India, as well as globally. We request that experience in setting up a Centre of Excellence in any sector should be accepted.	Refer Corrigendum 1
15	Section 7 Pre-qualification Criteria Section 8 Technical Evaluation Criteria	31,34	Pre-Qualification Criteria 3.3.A The bidder must have experience with at least two(2) projects related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date. Technical Evaluation Criteria / Sub Criteria A1 The bidder must have experience (at least three (3) projects) related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date. Marking Scheme Completed Drones Project – 3.5 Marks Each Drones ongoing project = 2 marks Each Associated Technology project = 1 Mark Max Marks 7.5 Marks	The client is requested to clarify what is meant by associated technology. The client is also requested to consider associated infrastructure.	Associated technology may include other sensors, softwares etc., being used in the industry of UAV
16	Section 7 Pre-qualification Criteria Section 8 Technical Evaluation Criteria	31,32-34	Pre-Qualification Criteria 3.3.A The bidder must have experience with at least two (2) projects related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date. Supporting documentary evidence Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR Self-certificate 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 & signed by the competent authority of the client entity on the entity's letterhead. Client experience letter indicating start and end date for ongoing projects issued & 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 proving the part/full completion of the project	Drones is a nascent and emerging sector in India and globally, the client is requested to consider international assignments, as well as assignments undertaken with the private sector. The client is requested to modify the Pre-Qualification Criteria 3.3.A: Technical Evaluation Criteria / Sub Criteria- A1; Marking Scheme, and Supporting documentary evidence as following: Pre-Qualification Criteria 3.3.A The bidder must have experience with at least two (2) projects related to drones/associated technology in the last five (5) financial years as on bid submission date. Supporting documentary evidence Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR Self-certificate from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid Technical Evaluation Criteria / Sub Criteria A1 The bidder must have experience (at least three (3) projects) related to drones/associated technology in the last five (5) financial years as on bid submission date. Marking Scheme Each Drones Project = 2 marks Each Associated Technology project = 1 Mark Supporting documentary evidence Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order OR Self-certificate from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid	Refer Corrigendum 1

17	Section 7. Pre-qualification Criteria Section 8. Technical Evaluation 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.
18	Section 7. Pre-qualification Criteria Section 8. Technical Evaluation Criteria	31.34	Supporting documentary evidence	We would like to bring it to the client's kind notice that due to confidentiality reasons, disclosure of the client name and the commercial value would not possible for some assignments. 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.	No Change It is necessary for the evaluation.
19	Section 8. Technical Evaluation Criteria	35	Personnel Profile and Experience Team and staffing plan will be proposed by the PIA in their technical proposal	We understand that in addition to the captioned RFP the client has also issued an additional RFP APDSL/APDC/Drone Ecosystem/2019 "Selection of Project Implementation Agency (PIA) for Design and Implementation of Interventions to Promote Drone Technology Ecosystem in Andhra Pradesh". The consultant would like to request non-exclusivity of proposed team as a response to both the RFPs.	No Change
20	Annexure III - Financial Information	43	Annexure III - Financial Information Criteria Sub- Criteria FY Total Financials Financial Capability Turnover exclusively from business activities related to Consultancy / Advisory Services FY 2015- 16 FY 2016- 17 FY 2017- 18 Net worth Measured as paid up capital plus free reserves FY 2015- 16 FY 2016- 17 FY 2017- 18	The consultant would like to clarify whether the same information can be presented in a different format.	No Change
21	Annexure XIII: Summary of Roles & Responsibilities	56	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
22	Annexure XIV: Key Performance Indicators	57	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.
23	Section 1- Invitation for Bid Key Events & Dates	8	Last date and time for submission of Proposal (Proposal Due Date) 22/03/2019 at 3:30 PM	It is requested to extend the dates by at least 2 weeks after issuance of pre-bid clarifications.	Refer Corrigendum 1
24	1.1 Key Dates & Events		Bid Security / EMD (Refundable): INR 5,00,000/-		
25	2.1 Earnest Money Deposit(EMD)		Earnest Money Deposit (EMD): INR 15,00,000/-	Please confirm the value of EMD: INR 5,00,000/- or INR 15,00,000/-	Refer the tender/RFP document in the e-procurement platform
26	2.2.1	17	Signing of Agreement: APDC notifies the successful bidder that its proposal has been accepted and APDC shall enter into an Agreement with the successful bidder as per the Master Service Agreement prescribed in this RFP. The signing of agreement will constitute the formation of the Agreement.	Master Service Agreement is not available in this RFP. Please provide the same or else clarify if we can include PwC General term of business in the proposal	MSA will be shared with the successful bidder
27	2.2.1.4	17	Failure to abide by the Agreement: Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APDC may forfeit the EMD/ Performance Bank Guarantee. The contract may be awarded to the L2 Bidder.	Since the evaluation criteria is based on QCBS model, the final selection should be based on composite score. Hence, L2 bidder may be changed to H2 bidder.	No change
28	8	34	Technical Evaluation Criteria: B1. Team and staffing plan will be proposed by the PIA in their technical proposal	It is suggested to indicate minimum number of full time resources while need based support by specialists can be left to judgment of bidders. This will help in at-par assessment of effort by all bidders. Else, there may be widely varied assumptions and cost estimation on part of bidders that is likely to result in sub-optimal selection. The contribution of off-site team will be significant in terms of secondary research, vendor/ industry. It is suggested to indicate minimum number of full time resources while need based support by specialists can be left to judgment of bidders. This will help in at-par assessment of effort by all bidders. Else, there may be widely varied assumptions and cost estimation on part of bidders that is likely to result in sub-optimal selection. The contribution of off-site team will be significant in terms of secondary research, vendor/ industry consultations, and global best practices study. As such, off-site effort may be allowed to be factored in the cost with a cap of 30-40% of total budgeted man-month effort.	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.
30	Annexure X and Annexure XII may be combined.	51.53		Annexure X and Annexure XII may be combined.	Refer Corrigendum 1
31	5.3	25	Implementation Phase: The PIA is expected to implement/execute the action plans designed to ensure the goals and objectives of the CoE wing of APDC are met	May be revised as "The PIA is expected to assist APDC in implementation/ execution of the action plans designed to ensure the goals and objectives of the CoE wing of APDC are met. Rationale - The consultancy scope entails deployment of manpower on T&M basis. The price bid covers only the manpower support under this bid. For establishment of CoE, procurement of additional Goods and Services from third party vendors may be required. For additional goods & services beyond the scope of manpower support under the bid but required to execute the scope, we will support in on-boarding of the vendors or the agencies identified by the client.	No Change
32	6.2		Penalty terms: Note - 4. Deployment of Strategy Team: Within ten (10) working days from the date of signing of the Contract 5. Deployment of Implementation Team: Within one (1) calendar month from the date of deployment of the Core Team	Please confirm if 'Core Team' is same as 'Strategy Team'. If yes, according to point 5, implementation team is to be deployed within 1 calendar month from (T0-10) days. However, the implementation phase starts only 3 months after T0. Please clarify.	Yes.
33	7.3.a Doc. Evidence 8_AA Supporting doc evidence	30.33	Client letter indicating start and end date for ongoing projects details issued & signed by the competent authority of the client entity on the entity's letterhead.	May be revised as "Client letter indicating start date for ongoing projects issued & signed by the competent authority of the client entity." Rationale - Client will not be able to put an end date for ongoing projects.	Refer Corrigendum 1
35	2.24.1. Termination for Default	19	Para 1 "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."	The client is requested 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. In addition to the foregoing, we propose mutual termination rights to the Successful Bidder in the event of a breach of the contract by APDC. In the event APDC fails to cure the breach within the thirty (30) days' notice period, the contract may be terminated by the Successful Bidder	No Change
36	2.24.1. Termination for Default	19	Para 2 "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." Para 2 "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."	The client is requested to delete the above highlighted portion in the above para. In the event that PwC fails to perform its obligations under the contract, the client may claim damages under the contract and may also take recourse under applicable laws.	No Change
37	Section 2.25. Limitation of Liability		"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."	"Willful Misconduct" is not a defined term under Indian laws. Hence, the client is requested to delete this carve out from the Limitation of Liability clause. In addition to the foregoing, we request addition of the following clause: "The Successful Bidder shall not be liable for any indirect, consequential or special damages."	Refer Corrigendum 1

38	Section 2.26 – Indemnification	20	<p>(c) The indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.) claims, damages, compensation, charges (including attorney fees) etc. 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.</p>	<p>The client is requested to delete the above sub-clause (c). The client has sufficient legal recourse for breach of the above clause. Hence an on-demand indemnity may not be warranted. Further, we propose a survival period of one (1) year for confidentiality obligations from the date of expiry or termination of the contract.</p> <p>In addition to the foregoing, the following exceptions are proposed to be added to the confidentiality clause in the contract:</p>	<p>"This contract shall not apply to Confidential Information which:</p> <p>(i) is in or enters the public domain other than as a result of a breach of an obligation by the Receiving Party under this Agreement; or</p> <p>(ii) is or has been acquired from a third party who owes no obligation of confidence in respect of the information; or</p> <p>(iii) is or has been independently developed by the Receiving Party or was known to it prior to receipt; or</p> <p>(iv) the Disclosing Party discloses to any third person or entity without confidentiality restrictions."</p>	No Change
39	Section 2.28. Liquidated Damages (LD)	21	<p>a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfilment 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>b) 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>Please clarify on the sub-clause (v) above. What kind of actions are contemplated here?</p>		That is for interest of department.
40	Section 7 – Pre-qualification criteria	31	<p>Serial no.5 –</p> <p>The bidder should not have been black-listed / debarred by any Central/State Government as on bid submission date (during last three (3) years)</p>	<p>Please accept the self-declaration in the following format:</p> <p>"The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL 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.</p> <p>I, _____, Partner of PwCPL, do hereby declare to the best of our knowledge and information available with us as on [date] that we have not come across any written directive by any Central/State Government in India or in any other jurisdiction, blacklisting PwCPL against providing such professional services as mentioned in the tender, as on the date of submission and during the last three (3) years."</p>		No Change
41	Annexure XV:	57	<p>Format for Conflict of Interest</p>	<p>While we agree to provide an undertaking as required under Annexure XV for Conflict of Interest, we request the client to delete the following indemnity provision:</p> <p>"We undertake and agree to indemnify and hold APDC/APSFL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by APDC/APSFL and/or its representatives, if any such conflict arises later."</p>		No Change
42	Section2 Terms and Conditions	13	<p>We propose addition of the following clauses to the contract:</p>	<p>a) Our total liability under this engagement shall be limited to fees charged by us for the services performed. We shall not be liable for any indirect, consequential or special damages.</p> <p>b) Notwithstanding anything to the contrary, all intellectual property rights in our pre-existing materials and deliverables delivered by us shall remain vested in us and we shall grant you non-exclusive and non-transferable rights to use such deliverables for your internal business purposes.</p> <p>c) We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability that we incur in connection with any claim by anyone else in relation to the services.</p>		Not applicable