

Response to Pre-bid queries submitted by prospective bidders after the stipulated date and time of submission

Reference Tender No : BL/IT/HO/CONSLT/PT/212122/0003 dated 30/04/2021

Query No	Page No	Clause No	Existing Tender Clause	Modification / Suggestion requested	Reason for request	Response to the query
1	18	4.2	Current Infrastructure/Landscape	What is the percentage increase in users expected for SAP applications?		Balmer Lawrie envisages approximately 10% increase in users for SAP applications No change in Tender clause
2	18	4.2	Current Infrastructure/Landscape	What is the percentage increase in users expected for non-SAP applications?		Balmer Lawrie envisages approximately 10% increase in users for Non-SAP applications No change in Tender clause
3	18	4.2	Current Infrastructure/Landscape	Please clarify the various locations where the bidder needs to visit to do the study of the current scope of work.		Corporate Office, Kolkata
4	18	4.2	Current Infrastructure/Landscape	Only SAP and its integrated applications are in scope ? Please confirm.		Kindly refer to clause 4.4 - Scope of work on page 20
5	18	4.2	Current Infrastructure and Landscape	Current infrastructure is based on ECC. 1. Will BL provide all existing technical parameters for servers like CPU utilization, RAM utilization, peak usages, downtimes, backup policies, user base ? 2. Will the assessment be conducted on the basis of proprietary platforms like AIX and DB2 or platforms which are open		As far as possible, BL would assist the Consultant in technical parameters of existing hardware be it CPU, RAM utilisation, Peak usages, User base, backup policies etc 2. The basis of assessment has to include the existing platform (AIX/DB2) as well as can include open platform and its associated cost and migration timelines. No change in Tender clause
6	18, 19	4.3	Requirement Synopsis	Can you share more information about the business applications - Technology used:- language (C,C#,C++,Java) , data base (Oracle, MSSQL, MYSQL ) , web server (IIS, Tomcat) , appserver (.NET, Weblogic, websphere)		Balmer Lawrie is a diversified Public Sector with Manufacturing and Services business verticals. SAP applications include Industrial Packaging, Greases & Lubricants, Performance Chemicals, Refinery & Oil Field Services business verticals while Non-SAP applications include Travel, Logistics Services, Logistic Infrastructure business verticals  The Non-SAP business applications are written in (.Net framework, Java) Database (MSSQL, MYSQL), Web Server (IIS, Tomcat) No change in Tender clause
7	18, 19	4.3	Requirement Synopsis : The options have been studied considering the strategy that BL would continue with SAP ECC and would migrate to SAP S/4 HANA only after stabilization of SAP ECC and Non-SAP applications.	Will the evaluation be done on the basis of SAP S/4 HANA or SAP ECC		The evaluation has to be done based on SAP ECC and should also include commercial for migration to SAP S/4 HANA No change in Tender clause
8	18, 19	4.3	Requirement Synopsis	Please share the scope covering following for better estimation on assessment and understanding of requirements:- a) List (number) and details of all in scope applications for assessment b) IT inventory of underlying application Infrastructure (no of VMs, storage, databases etc.) c) Existing Tools/technology in place for 24 x 7 management and monitoring, automation, security etc		Kindly refer to clause 4.2 and 4.3 of Business Requirement section on page 18,19
9	18,19	4.3	To fulfill the hardware refresh requirement and S/4 HANA migration, BL team carried out a study on various technology solutions to migrate all business applications (including SAP) to an appropriate platform be it existing Data Centre or Cloud.	Do the successful bidder will get the access to this study report at the time of project execution ?		No. BL had carried out independent assessment. Expect Consultant to carry out the study and come out with technically and commercially viable solution for BL.
10	20	4.4	Scope of Work	Our understanding is that business process documentation is out of scope in the "As-Is Process" phase. Please clarify.		Understanding is correct No change in Tender clause
11	20	4.4	Scope of Work	Our understanding is that only as-is infrastructure ( Server , storage, network) is to be documented in the "As-Is Process" phase. Please clarify.		Kindly go through the scope as defined in As-Is process under Scope of Work clause (i) page 20 of RFP Corrigendum document. No change in Tender clause

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12	20	4.4	Scope of Work	Which different modules of SAP does Balmer lawrie have ? ( SAP ECC, SAP BI, SAP SDM, SAP FICO, Employee portal (HR) etc..)		Balmer Lawrie has implemented the following SAP modules (ECC , FICO, SD, MM, PP, QM, PM, PI, HCM, ESS/MSS)  No change in Tender clause
13	20	4.4	Scope of Work	Commercial evaluation of the options will be based on publicly available prices of the different solution components, as the discounts provided by different vendors vary from customer to customer. Please confirm		BL expect the Management Consultant to speak to various MEITY compliant CSP as well as OEM's of On-Premise (Open and AIX (IBM) architecture) and obtain estimates for our configuration and bring in commercials which should be accurate as far as possible with a variation of not more than 5%. Inputs need to be based on your project experience as well.  No change on Tender clause
14	20	4.4 (vii)	Evaluate all option both technically and commercially	For Commercial evaluation it requires the cost of the options from the respective OEMs. Is the Consultant expected to obtain the commercial quotes during the exercise.		BL expect the Management Consultant to speak to various MEITY compliant CSP as well as OEM's of On-Premise (Open and AIX (IBM) architecture) and obtain estimates for our configuration and bring in commercials which should be accurate as far as possible with a variation of not more than 5%. Inputs need to be based on your project experience as well.  No change on Tender clause
15	19	4.3	BL team felt that there is a need to take assistance of subject matter expert who understands the Data Centre as well as cloud solutions and have experience in migration services as well as procurement of Servers and cloud services.	Do BL have a formalized Cloud Policy in place ?		No however has to comply with GOI and MEITY guidelines.
16	20	4.4	Scope of Work	Please clarify whether any application classification in terms of criticality, usage, data type (legal, business, regulatory) etc. is already been done by BL and selected partner can leverage the same		Not yet done
17	20	4.4	Scope of Work	Are there any process/ policies defined for Governance? Is there any expectation to define Governance process as well?		The scope is limited to identifying On-premise or cloud solution for BL
18	20	4.4(ii)	Document all existing setup which should include but not limited to Hardware capacity requirement, performance, network connectivity and bandwidth.	What are the existing network components like VPN, bandwidth (MPLS, Internet, WiMax etc.) firewall devices		The central data centre at Kolkata is accessed through MPLS, ILL and SSL VPN connectivity and includes Firewall and other security devices as well.
19	20	4.4(v)	Redesign and right-size all existing applications requirement with the view to migrate to cloud.	Please confirm if application rationalization exercise needs to be done here. Please elaborate on the scope.		BL expects Consultant to guide on redesigning and right sizing existing applications in case of migrating to cloud
20	20	4.4(ix)	The scope includes planning for Disaster Recovery also.	Are there formalized DC/DR deployment, security and Network architecture available for the selected partner to refer ?		DR strategy document is available. The scope also includes planning of DR solution under the changed scenario
21	20	4.4 (ix)	The scope includes planning for Disaster Recovery also.	Do you currently have a DR setup? If so, are there documented details for DR architecture; DC-DR replication architecture?		DR setup has been prepared however it is yet to be operationalised.
22	20	4.4 (ix)	The scope includes planning for Disaster Recovery also.	Is there HA setup configured at present for SAP application ?		The process has not stabilised
23	20	4.4 (ix)	The scope includes planning for Disaster Recovery also.	Please confirm for the in scope applications, the BIA exercise is already been done and formalize RPO and RTO values are already identified.		Yes. There is a need to revisit under the present scope.
24			General Query	Does the scope also includes preparation of the RFP/scope, bid evaluation and onboarding the vendor for Cloud implementation as well?		No
25	11,12	2.2.24	Conflict of Interest	Please clarify if the Bidder is auditing any large OEM Cloud Service providers. How that case will be handled as the bidder will not be able to do any joint activity with those OEMs .		Kindly refer to clause 2.2.24 (d) and (IV) page 12 of RFP corrigendum document.  Kindly refer to RFP corrigendum document

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26	11,12	2.2.24	Conflict of interest	Further clarify is the bidder responsible for writing any RFP to OEM service providers and help Balmer Lawrie in the selection procedure with detailed techno commercial analysis of the participants etc as a part of this tender ?		Presently the scope does not cover writing RFP for selection procedure of CSP / OEM which would be an offshoot of this project.  No change in Tender clause
27	12	2.2.24	d)A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;  IV.A Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for BL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for BL where the conflict of interest situation does not arise.	The restriction here is related to the same project only as we could understand. How about participating in any other project related to SAP or any other applications/modules of SAP which will eventually be hosted either on premise or cloud. Please clarify whether those projects qualify for a 12 month waiting period?		Clause (d) shall stand deleted as the clause is repeated in Clause (IV) and modified Clause (IV) would become Clause (d). The modified clause would read as : "d) A Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for BL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for BL where the conflict of interest situation does not arise.  IV. In the event that Management Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to BL as soon as any potential conflict comes to their notice but in no case later than thirty(30) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. BL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding forty five (45) days "  There should not be any restriction on participation for project related to SAP or other application modules as long as the scopes are different.  Please refer to RFP corrigendum document
28	12	2.2.24	A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;	Will this debar the firm who got selected for this project from actual migration or implementation as the case may be?		The scope of the project is to identify all target options available to Balmer Lawrie after technically and commercially evaluating the possible solutions. Kindly follow clause 2.2.24 on page 11 & 12 of RFP corrigendum document for participation.  Please refer to RFP corrigendum document
29	11, 59	2.2.24, 23	Conflict of interest Several conflict of interest related obligations on us	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.		No change in Tender clause

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30	24,25	4.7.4	The Performance Guarantee shall be kept valid till completion of the project and Warranty period.	Can the sentence in the clause be read as " Completion of the project OR Warranty period" or as it is written. Since there is no product supply hence warranty clause may be deleted.		<p>Agreed. The clause 4.7.4 on Performance Guarantee on page 24 stands modified and would read as:</p> <p>"BL will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of contract at the time of award. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months beyond the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, then BL at its discretion may cancel the order placed on the selected bidder without giving any notice.</p> <p>BL shall invoke the performance guarantee in case the selected Management Consultant fails to discharge their contractual obligations during the period or BL incurs any loss due to Consultant's negligence in carrying out the project implementation as per the agreed terms &amp; conditions."</p> <p>Please refer to RFP corrigendum document</p>
31	20	4.4 & 4.5	Duplicate clause no 4.4 - Software and Tools	The clause no 4.4 is found duplicate for "Scope of Work" and "Software and Tools" on page 20		<p>Clause 4.4 Software and Tools, 4.5 Commissioning Certificate to be merged as Clause 4.5 Software and Tools/ Commissioning Certificate. The changed clause would read as :</p> <p>"4.5 Software and Tools / Commissioning Certificate Not Applicable"</p> <p>Please refer to RFP corrigendum document</p>
32	16, 34 & 22	Annex 5	Technical Capability: The Bidder should have consulted / implemented at least one (1) project involving procurement of Servers for SAP project (ECC or S/4 HANA) either on-premise or cloud implementation.	Bidder is not into any kind of procurement of IT assets for clients. Hence the clause related to procurement of servers may requested to be reframed as " The Bidder should have consulted /implemented at least one project recommending sizing of servers for SAP project ( ECC or S/4 HANA) either on premise or cloud implementation		<p>Agreed. The clause stands modified on Page 16,34 under Technical capability and Page 22 - S.no(3) The original text reads as follow "The Bidder should have consulted / implemented at least one (1) project involving procurement of Servers for SAP project (ECC or S/4 HANA) either on-premise or cloud implementation"</p> <p>The modified clause to read as "The Bidder should have consulted / implemented at least one (1) project involving procurement of Servers/recommending sizing of Servers for SAP project (ECC or S/4 HANA) either on-premise or cloud implementation"</p> <p>Please refer to RFP corrigendum document</p>
33	60	24.3	Management Consultant must not, and must ensure that its representatives and Personnel do not: Remove BL Data or allow BL Data to be removed from BL's premises; or take BL Data or allow BL Data to be taken outside of India, without BL's prior written consent.	please clarify the wordings " take BL Data or allow BL Data to be taken outside of India"		<p>The restriction herein is for copying / deletion / Transfer of confidential data pertaining to BL during the course of consulting period</p> <p>No change in Tender clause</p>

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34	57	19	Limitation of Liability Liability is 1x for direct damages only	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: 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 your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.		The modified clause 19. Liability on page 57 would read as :  "The liability of Management Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages & also any consequential, incidental, indirect, special or punitive damage, loss or expenses. However, the direct damages other than damages arising out of infringement of third party IPR shall in no event in the aggregate exceed the fees and expenses provided in RFP for respective module or received by Management Consultant under this contract. The liability of Management Consultant with respect to damages arising out of infringement of third party IPR will be on actual and have no upper cap limit."  Please refer to RFP corrigendum document
35	57	19	Limitation of Liability There are following exceptions to the limitation of liability - The liability cap in respect of direct damages given under this Clause shall not be applicable to the indemnification obligations set out in Clause 18.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.		Please refer to clause 19 page 57 of the RFP corrigendum document
36	57	19	Limitation of Liability Indirect and consequential losses are not excluded from liability	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.		Please refer to clause 19 page 57 of the RFP corrigendum document  The scope of the project does not involve in data migration activity hence loss or corruption of data does not arise.
37	58	21.2	Confidentiality Obligations Parties to whom information can be disclosed is not documented	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: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.		Already defined under clause 21.4 (1) page 59 The modified clause 21.4 (a) under Exception to obligation should read as : "a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations on a need to know basis as required for performance of services provided they are bound by confidentiality obligations, or to exercise rights, under this Contract;"  Please refer to RFP corrigendum document
38	40	9	Confidentiality Obligations Obligations to survive post expiry or termination of contract not defined	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.		New clause 21.7 page 59 Survival included "21.7 Survival This clause will survive termination or expiry of agreement by 12 months."  Please refer to RFP corrigendum document
39	40	5	Confidentiality Obligations Obligation to return all confidential information / destroy all confidential and no right to retain a copy	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.		Already defined under clause (5) page 40  Please refer to RFP corrigendum document

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40	39	2	Confidentiality Obligations Sharing	<p>The Consultant uses the contractors or sub-contractor for Internal processes and other internal functions such as storage, hosting, IT facilities, etc. as mentioned in the clause. These parties are further bound by confidentiality obligations and that the Consultant remains solely liable for their acts. We request you to allow us to add the below clarification.</p> <p>Consultant may share confidential information with its contractors, relevant subcontractors or other Consultant Firms in connection with this Agreement as long as they are bound by confidentiality obligations, for internal, regulatory, compliance and administrative purposes including storage, hosting, IT and other maintenance and support facilities. However, Consultant will remain solely liable to the Company for their acts. Consultant firms means any entity or partnership within the worldwide network of Consultant firms and entities, each of which is a separate and independent legal entity.</p>		No change in Tender clause
41	54,56	14.1, 18.1	Indemnity Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeIT guidelines.</p> <p>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.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; 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>		<p>No change in Tender clause. You may also refer to clause 19 Liability for necessary exceptions.</p> <p>Please refer to RFP corrigendum document</p>
42	56	18.1	Indemnity Indemnity for breach of contract obligations	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>		<p>No change in Tender clause. You may also refer to clause 19 Liability for necessary exceptions.</p> <p>Please refer to RFP corrigendum document</p>
43	56	18.2	Indemnity Indemnities for death and bodily injury	<p>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>		<p>No change in Tender clause. You may also refer to clause 19 Liability for necessary exceptions.</p> <p>Please refer to RFP corrigendum document</p>
44		No clause in RFP. Please include in pre-bid.	Indemnity Indemnities not subject to final determination by court/arbitrator	<p>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.</p>		<p>The liability has been capped to contract value except for third party IPR which will be actual. Kindly refer to clause 19 Liability on page 57.</p> <p>Please refer to RFP corrigendum document</p>

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45		No clause in RFP. Please include in pre-bid.	Indemnity No process for indemnity	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 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 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).		No change in the Tender clause
46		No clause in RFP. Please include in pre-bid.	Termination We do not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.		Kindly refer to clause no 29.3 to 29.8 on page 67, 68
47	64	29.1 (a)	Termination for convenience	Change to original clause		The clause 29.1 - Termination for convenience on page 64 which read as "a) BL may, at any time, by a prior written notice of 60 days, terminate this Contract, including for a machinery of government change without assigning any reasons." should be read as : "a) BL may, at any time, by a prior written notice of 30 days, terminate this Contract without assigning any reasons."  Kindly refer to RFP corrigendum document
48	27, 70	5.5, 30.5	Liquidated damages Uncapped LDs / LDs capped at higher percentage	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.		No change in Tender clause
49	12	2.2.25	Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.		No change in Tender clause

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50	54	14	IPR - No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are 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>		No change in Tender clause
51	57	20	Insurance Wide insurance procurement obligations	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.		No change in Tender clause
52	14	2.2.30(i)	Arbitration Non-independent arbitrator	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.		No change in Tender clause
53	61,62	25, 26	Audit / Maintenance of records Widely worded audit rights	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.		Agree
54	70	30.7	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		Agree. The modified clause 30.7 Survival on page 70 would read as "30.7 Survival The following clauses survive the termination / expiry of this Contract for a period of 12 months:"
55		No clause in RFP. Please include in pre-bid.	No third party disclaimer There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.		BL is not responsible in any manner for any liability for the services and deliverables provided under this contract. In this connection kindly refer to clause 19 - Liability on page 57
56		No clause in RFP. Please include in pre-bid.	No Acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</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>		<p>Agree. New clause has been added to clause 5.2 on page 26 as point III.</p> <p>"III. The Management Consultant would within 10 days (or any other agreed period) from receipt of a draft deliverable, BL will notify Management Consultant if it is accepted else would let it know the reasonable grounds for such non-acceptance, and Management Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If BL does not notify Management Consultant within the agreed time period or if BL uses the draft deliverable, it will be deemed to be accepted."</p> <p>Please refer to RFP corrigendum document</p>



Response to Pre-bid queries submitted by prospective bidders after the stipulated date and time of submission

Reference Tender No : BL/IT/HO/CONSLT/PT/212122/0003 dated 30/04/2021

Query No	Page No	Clause No	Existing Tender Clause	Modification / Suggestion requested	Reason for request	Response to the query
57		Staffing	Deployment of Resources Covid-19 Crisis	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you 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.		Agree. The project discussion need to continue on Video Conferencing mode so that the project timelines are met.
58	15	2.2.32	Indemnity The Contractor shall indemnify and keep indemnified BL of all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.	There are several remedies available under law and contract to you. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.		No change in Tender clause. You may also refer to clause 19 Liability for necessary exceptions.  Please refer to RFP corrigendum document
59	15	2.2.33	Foreclosure If at any time after acceptance of the tender, BL shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates the full amount for work that is completed at the site as certified by the internal review committee of BL.	Business: Please request Client to remove the Fall clause as it has not been a mandatory clause as guided by the CVC Circular		No change in Tender clause
60	15	2.2.34	Disclosure The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company has any relation with any director of BL including its subsidiaries and Joint Ventures and if so, the details or the relation thereof must be disclosed in the bid response.	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. 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.		No change in Tender clause